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The Solicitors' Journal.

LONDON, JANUARY 23, 1875.

CURRENT TOPICS.

THE ANNOUNCEMENT OF THE RETIREMENT of Mr. Justice Keating at the close of the present Term will be received with regret. During the fifteen years of his judicial career he has well sustained the reputation of the English bench for courtesy, dignity, and learning, and it may safely be said that there is no judge in whose thorough and constant uprightness the profession or the public have greater confidence.

LORD MACCLESFIELD once expressed an opinion that the Court of Chancery "had a general superintendency over all books, and might, in a summary way, restrain the printing and publishing of any that contained reflections on religion or morality." But this view has been repeatedly dissented from, and so lately as the great case of *Emperor of Austria* v. *Day* (9 W. R. 712, 2 De. G. F. & J. 217), it was expressly disavowed by Lord Campbell. Lord Cottenham, in delivering the judgment of the House of Lords in *Fleming* v. *Snook* (1 H. L. at p. 376), had previously pointed out that the assumption of any such jurisdiction would be a gross infringement on the liberty of the press. That liberty, he said, "consists in the unrestricted right of publishing, subject to the responsibilities attached to the publication of libels public and private. But if the publication is to be anticipated and prevented by the intervention of the court, the jurisdiction over libels is taken from the jury, and the right of unrestricted publication is destroyed." From the time when Lord Macclesfield propounded his strange doctrine to within the last few years there seems to have been no reported instance of any attempt by the court to assume the functions of the Star Chamber, which it will be remembered was designated a court of criminal equity. But in *Springhead Spinning Company* v. *Riley* (16 W. R. 1138, L. R. 6 Eq. 551), Vice-Chancellor Malins laid down the principle that "the court will interfere to prevent acts amounting to crime, if they do not stop at crime, but also go to the destruction or deterioration of the value of property," and he accordingly overruled a demurrer to a bill by a cotton spinning company, praying an injunction to restrain the officers of a trades union from issuing advertisements giving notice to workmen not to engage themselves to the plaintiffs during a dispute between them and the union. In a subsequent case of *Dixon* v. *Holden* (17 W. R. 482, L. R. 7 Eq. 488), the learned Vice-Chancellor advanced a step farther, holding that the court had power to restrain the publication of any document tending to the destruction of professional or commercial reputation, which he remarked was "the means of acquiring wealth, and the same as wealth itself." On the strength of these cases the late Vice-Chancellor Wickens was asked in *Mulkern* v. *Ward* (L. R. 13 Eq. 619) to restrain by injunction the publication of a book alleged to contain libellous paragraphs relating to the solvency of a benefit building society. But that eminent judge promptly refused the application, remarking that if he granted the injunction he would "do more against the liberty of unlicensed printing, or, as it is commonly called, the liberty of the press, than has ever been done in any decided case, or than properly can be done in this country and in this century." On Wednesday last the question came before the Court of Appeal in Chancery, on appeal from a decision of Vice-Chancellor Hall, refusing an injunction to restrain the publication of a pamphlet alleged to contain libellous statements relating to the solvency of an assurance company, and it is satisfactory to find that the court has, in the most unequivocal manner, rejected the jurisdiction attempted to be cast upon it. The propositions laid down in *Dixon* v. *Holden* were, the Lord Chancellor said, at variance with the settled practice and procedure of the court, and Lord Justice James emphatically declared that the learned Vice-Chancellor had "exaggerated the jurisdiction of the court to an extent for which there was no authority in any reported case, and no foundation in principle." The public are to be congratulated on this stamping out of a doctrine directly tending to the destruction of what has hitherto been understood to be one of the characteristics of our country—an absolutely unfettered press.

THE EVIDENCE FURTHER AMENDMENT ACT (32 & 33 Vict. c. 68), s. 4, provides that "if any person called to give evidence in any court of justice, whether in a civil or criminal proceeding, shall *object* to take an oath, or shall be objected to as incompetent to take an oath, such person shall, if the presiding judge is satisfied that the taking of an oath would have no binding effect on his conscience, make the following promise and declaration" (which then follows), false evidence under which will incur the penalties of perjury. If a report published in the newspapers some days since, and not denied, is true, it appears that one Carney was charged at the Westminster Police-court, presided over by Mr. Woolrych, with an assault, and Lennard, the prosecutor, was called to give evidence. This seems to bring the case so far within the first clause of the section. Further, the witness Lennard objected to take an oath, and it appears that Mr. Woolrych objected to it too. The second clause, therefore, seems also satisfied, and the application of the third arises. Lennard declared himself an Atheist, and one would suppose therefore that the magistrate would be satisfied that an *oath*, as such, would have no binding effect on his conscience; and, indeed, he seems to have had a pretty strong opinion to that effect. Therefore, all conditions being fulfilled which the Statute requires, there remained nothing but that the witness should make the promise and declaration as the Statute directs. The magistrate, however, refused to allow him to give evidence. It does not appear that this refusal arose out of a modesty which made him, in spite of the express provision of the amending Act of 1870, decline to consider himself as a "presiding judge," or out of any doubt whether his court could be properly called a "court of justice," but simply out of his view that there was a "higher authority than the law" which forbad the reception of the testimony. We have searched in vain to discover what authority the magistrate can have referred to which forbad him to obey the law which he was appointed and had sworn to administer. We have heard indeed of magistrates who set themselves above the law. Are we to assume that Mr. Woolrych is anxious to class himself with this kind of "higher authorities?"

AN INSPIRED ARTICLE, hung upon the peg of Mr. Forsyth's new edition of his "Hortensius," appears in the last number of the *Quarterly Review*, in which, after a repetition of the old story of the Inns of Court, not omitting the evergreen statement that "towards the close of the same reign (A.D. 1137) a complete copy of the Pandects was discovered at Amalfi," the writer proceeds

to review the progress of the modern movement in favour of legal education. This part, which contains the motive and purpose of the whole article, consists of little but a loud and continuous blowing of trumpets to the honour and glory of the Inns of Court, who, "with a noble disregard of selfish purposes, have, voluntarily, during five centuries, used their property for the public advantage;" and an equally continuous and almost scurrilous attack upon those who have attached themselves to the cause of the Legal Education Association. Considering how notorious is the fact that the benchers have only been induced to do from time to time what they have done in the way of making provision for legal education, by the most persistent efforts of a small number of energetic reformers, aided by strong expressions of opinion from the outside world, it is amusing to read the writer's account of the spontaneous and earnest measures which they are supposed to have taken in that direction; and the fulsome and exaggerated estimate of their self-denying achievements looks more like a concealed satire than a narrative meant to be accepted as true.

We are not concerned, however, and have no wish, to pronounce any opinion on the motives which have governed the conduct of the benchers. The simple truth is that whilst many have been quite indifferent to the matter, many others have entertained the genuine and honest conviction that an organized scheme of education would not really produce the good results that some anticipate from it, and that in other directions it would be accompanied by evils which those results would not compensate. The question is not at all as to the "noble disregard of selfish purposes" which the benchers may have shown, but as to the soundness of the views they have entertained, and the wisdom of the measures they have adopted. The writer appears to regard the new SCHEME (in large letters) which the Council of Legal Education have adopted as the perfection of human wisdom, as well as a miracle of self-denying virtue. For reasons which we have given on former occasions we cannot concur in this estimate of its wisdom; and as we are bound to believe that in taking these steps the benchers acted under a conscientious belief that they were proper to be taken, and not under such motives as those implied in the unprincipled advice lately offered to them by the *Pall Mall Gazette* to spend their money in ostentatiously doing nothing, we could only look upon their neglect to act thus as a gross neglect of a public duty—a duty which no amount of special pleading or empty declamation about the sacredness of private property will persuade the public not to think incumbent on them. In what way this duty may be best discharged, how far the views put forward by the Legal Education Association are sound, and what judgment should be formed on the scheme contained in Lord Selborne's Bill, we do not propose now to discuss. But we are satisfied that the existing scheme of the Council of Legal Education is in many respects faulty, and ought not to be regarded as a final settlement of the question; and any writer who aspires to deal with the matter in a practical way should address himself to the task of examining its real substance, and not rest contented with making himself a mouthpiece to echo the praises of the benchers. Neither should the question of legal education be confused by introducing into the discussion the question of an amalgamation of the two branches of the profession, a proposal which none but a very inconsiderable minority entertain with any favour. The question is not whether this should take place, but, assuming the distinction still to be maintained, as we do not for a moment doubt it ought to be maintained, what is its bearing and effect on the method of teaching law and examining those who are to be its practitioners? To the solution of this practical question we find no contribution of any value in the article before us.

WE ARE GLAD TO LEARN that an effort has been made by the Court of Common Pleas towards devising a remedy for what we have more than once alluded to as one of the most crying practical evils consequent upon the present arrangement of business in our common law courts. It is an obvious hardship that a litigant whose case has been prosecuted as far as verdict should be hung up for the sake of applications most frequently concerning actions much more recently commenced. There is no worse point at which to delay litigation than after the expenses of a trial have been already incurred. Yet the condition of matters now is that the list of new trials moved for in Easter Term, 1874, is still substantially undisposed of. The Chief Justice stated on Friday last that the judges had been considering how they could expedite business and mitigate the inconvenience of counsel having to attend from day to day in new trial cases which did not come on because motions took precedence of them: and he added that it had been determined for the rest of the term, by way of experiment, that the court should on Wednesdays take no motions, but new trials only, and on Fridays unopposed motions only before new trials. This is certainly a step in the right direction, but we question whether it will be found sufficient, or whether any adequate remedy can be devised short of some rearrangement of business of a much more radical character. The alteration will probably relieve counsel by enabling them to count with greater certainty on their cases coming on, but we are not sure how much difference it will make in the rate at which the new trial paper will proceed. Motions being as numerous as they are, the effect of taking them on two days a week only, may be to cause the whole of those days to be taken up by motions, leaving no time for new trials on such days. The new trials will, no doubt, have the advantage of a fixed and definite standing ground allotted to them upon which motions cannot encroach, but, on the other hand, some inconvenience may be caused by the restriction to two days a week of motions in matters which require to be promptly dealt with. We cannot help thinking that the true remedy would be some arrangement by which a court for motions from all the courts indiscriminately, consisting of two judges, or more if it should be thought expedient, should sit as often as might be necessary for the despatch of business. It may be admitted that some judges are not so strong as others on matters of practice, and perhaps some of the decisions of a court so constituted might be less satisfactory than those of the full court. But such a court might refer any matter of especial difficulty to the full court, and, under the present arrangement, new trials, which are more usually important as precedents than motions, are often decided by two judges only after term. It is obvious that you may purchase perfect accuracy too dearly. The suitor is interested in having a prompt decision of his case.

IN A CASE OF *Ex parte Hinton* the Chief Judge in Bankruptcy on Monday last interpreted the 143rd rule of 1870, which provides that "an appeal against a decision or order of the Chief Judge in Bankruptcy, or a judge of a county court, shall be entered with the registrar of appeals within and not later than twenty-one days from the said decision or order," as meaning that the appeal must be brought within twenty-one days from the pronouncing of the order, not from the date of its being drawn up. This agrees with what has been laid down with regard to the time for appealing from orders under the Winding-up Acts, but it might seem likely to give rise to some difficulty in cases where the drawing up of the order appealed from is delayed beyond the twenty-one days without the fault of the appellant. The Chief Judge has said that a notice of motion of appeal ought to state fully the order appealed from, and this, of course, cannot be done until the order is drawn up. His lordship also, as a general rule, refuses to entertain an appeal unless the order appealed from is drawn up, there being otherwise no *constat* before the court

to show what the order was. We apprehend, however, that if the drawing up of an order should be delayed beyond the twenty-one days, not by the fault of the appellant, it would be sufficient for the latter to give a notice of appeal stating merely the effect of the order, and that, upon the appeal coming on to be heard, the hearing would, if necessary, be adjourned until the order should have been drawn up. The object of rule 143 would, we conceive, be attained by the giving of the formal notice of intention to appeal.

LIABILITY FOR ACTS OF ANIMALS.

The recent case of *Ellis* v. *Loftus Iron Company* (L. R. 10 C. P. 10) is a curious illustration of the bearing which the subtleties of law may have on practical life. The facts were these:—The plaintiff's mare was injured by the defendants' stallion biting and kicking her through the wire fence separating the plaintiff's from the defendants' land. It was held that, apart from any question of negligence on the defendants' part, the defendants were liable for the damage done to the mare, on the ground that there was a trespass to the plaintiff's land, for which they were responsible. Considerable doubt was expressed by two of the learned judges as to the correctness of this view, and we believe that doubt has since been felt by many members of the profession.

The decision certainly appears to lead to some rather ludicrous consequences. Every time a cow or horse, in a fit of contemplative curiosity, pokes its head over a fence dividing two properties, it is a case, strictly speaking, of trespass *quare clausum fregit*, involving, in the eye of ancient pleading, a degree of force, wilfulness, and violence almost amounting to a *quasi*-criminal offence. But if the animal is considered for this purpose as the agent of its owner, who can tell to what grotesque results the principle, when fairly applied, might lead us? The animals in the recent case were a mare and a stallion. Possibly in such a case the blandishments and allurements of the mare might have attracted the horse, whose violent endeavours to break down the obstacles between them were the cause of the mischief; in such a case could it not be argued that the plaintiff was identified with his mare, and that there was an invitation by him which might form the subject of a plea of leave and licence?

Apart from jesting, however, the case seems to involve difficult questions, and it is not quite clear where the principle involved, if logically carried out, may land us. It may be that the answer to the objection as to the triviality of the acts construed as trespasses is that given by Coleridge, C.J. There must always be numbers of acts which, though technically trespasses, no one would dream of practically treating as such. If I so much as put a portion of my foot over my neighbour's boundary without his consent, it is a trespass in law. It is an act which I have no right to do, though practically my neighbour will not and cannot sue me for it, because of its trifling nature. The same remark applies to the act of an animal, assuming that the owner is liable for such act. The fact that the principle upon which the act of the stallion in the recent case was held to be a trespass would make many trifling acts of daily occurrence trespasses, is no sound argument in the case of an animal any more than in that of a man. We may notice in passing that it seems to have been assumed that the unauthorized temporary occupation of space in the air above another's close, without any damage to the land, is a trespass. The law as to this is perhaps not quite so clear as was assumed. The doctrine leads to strange conclusions—*e.g.*, take the case of a balloon passing over land at a height of three miles.

The more doubtful question appears to be whether, in the absence of negligence or default, the owner is liable in trespass for the acts of his animal. We have some difficulty about the principle of this liability. It can hardly be put on the ground of agency without an approach to the ludicrous; and yet, strictly, if trespass lies, it would seem logically that it must be a case of *qui facit per alium facit per se*. The animal has a will of its own. It is not like the case of earth piled up on my land which falls by its own weight on to my neighbour's. That may be likened to a projectile thrown by my direct act on to my neighbour's land. But assuming that there was in this case a trespass to land, we find consequences likely to arise from the decision that seem to be scarcely reconcileable with the ordinary rule of law as to animals. If my dog, roving about on a third person's ground, bite another, I am only liable if there be evidence of the *scienter*; but suppose my dog strays off my ground on to my neighbour's and bites my neighbour there, how then? Wherein does this case differ from the case of a horse kicking through a fence? It may, perhaps, be urged on the authorities that the case of a dog is peculiar; the dog is a wandering animal which is not usually so far under restraint as to be capable of being prevented from going on to a neighbour's land. Some authorities, we believe, point to this conclusion. If so, his being on my neighbour's land would not be a trespass, and so the point would not arise: the case of an ox would, perhaps, be a better illustration.

The point the judges do not seem very fully to have considered—possibly because they thought themselves concluded by authority—is that which the county court judge whose decision was appealed against seems to have had in his mind when he found that the damage was too remote. Where is the connection between the trespass to the land and the damage to the mare? The former was *per se* a triviality; the latter was the serious question. It may be put thus: The plaintiff by his mare rightfully occupied a certain portion of space in which he had a right of property. The defendant by the heels of his horse seeking to occupy the same portion of space, caused mischief to the mare: *argal* the plaintiff may recover. The same reasoning, however, would apply to the dog case we have suggested. My neighbour's leg or body rightfully occupying a certain portion of space in which my neighbour has a right of property, I, by my dog's teeth or my ox's horn, endeavour violently to occupy the same, whence results injury to my neighbour's leg or body. We are doubtful whether, in the absence of a *scienter*, the neighbour could in such a case recover the damages thus caused. Then, again, this difficulty occurs: suppose a man, knowing that there is a kicking horse on the other side of the fence, stands close to the fence on his own ground teasing the horse by gestures or sounds; if the horse lashes out through the fence and damages the man, surely the owner of the horse is not liable. But if the true reason of liability in such a case depends on trespass, apparently questions of contributory negligence cannot come in.

The result of the decision appears to be that if my usually quiet and docile ox, seized with a transient frenzy, pursues my neighbour, and he flies to his own land, but is caught and damaged before getting over his boundary, he has no right of action, even if his fore parts were over the boundary, provided the horns of my ox only reached the hinder parts of his person; but if he gets over his boundary, and the ox pursuing injures him, he has a right of action. Is there no savour of absurdity about this? Again, if I am driving in the street, and, by no default of mine, my horse, not being usually a restive or unduly timid animal, is frightened and runs away, if it knocks a passer-by down he has no action; but how if it bolts through a shop front, breaking the glass and damaging a shopman within? There is —or, at any rate, in many cases there may be—no essential, but only an accidental, connection between the trespass to the land and the damage to the chattel or the person on the land. If a man enters my land, tears my coat and breaks my head, it is not a proper statement of it that he entered my land, whereby he

tore my coat and broke my head: there are two distinct trespasses, one to the land, the other to the goods or person. If this be so, the ordinary rules applicable to the acts of animals, apart from ownership of the soil, ought to have been applied to the damage to the mare. If so, negligence or default would seem to have been essential to the right to recover.

It would take too much space to enter into a general disquisition on the subject of the foundation of liability for acts of animals. We would, however, suggest that to the spontaneous acts of animals the legal elements of trespass *quare clausum fregit* are wholly wanting, and that all actions for such acts are actions on the case, *i.e.*, where there is negligence or non-performance of an absolute duty imposed by the law. The law imposes a duty on the owner to restrain the known natural propensities of his animal when the exercise of such propensities would injure others: thus, where a dog is used to bite, the owner must prevent him. Animals are generally inclined to stray; therefore the owner must keep them from going on the land of others. We incline to think that this, or some such view, is the correct one.

SOME QUESTIONS ON THE LAW OF RATING.

II.

THE question which we left undiscussed in our last article on this subject was as to the effect of a rate which shows on the face of it that it is made wholly or partly for illegal, or rather unauthorized, purposes. We fancy most practical lawyers, without a very careful investigation into the roots of the matter, by a sort of legal instinct, would say at once that such a rate would be void. We are of the same opinion, and, in fact, the decisions are to that effect; but we must confess that we have had some difficulty in exactly laying down the principles upon which the rule proceeds, and at the same time making them square with the results at which we arrived in our previous article. It will be remembered that we came to the conclusion that when the rate alleged itself on the face of it to be made for the authorized purposes, it cannot be void, though the rating authority when making it in fact estimated for and intended to apply it, wholly, or in part, to some unauthorized purpose. The ground upon which we based this conclusion was that whatever the intention of the rating authority might have been, the rate is only applicable in law to the authorized purposes, and consequently, in the eye of the law, can only be said to be made for those purposes. The rate in such a case is in law made for the purposes which the outward and visible form of it, the document called the rate, truly alleges it to be made for. But it may be suggested that to give this principle its full effect the rate ought to be good even though it is expressed to be made for an illegal purpose. If the actual intention to apply the rate to an unauthorized purpose at the making of it would not invalidate it, why should the mere fact that such intention appears on the face of it? Could it be said that the application of the rate to an unauthorized purpose could not be objected to afterwards if it were so applied? We should doubt this very much. We should think that whatever was the purpose for which the rate is professedly raised, an objection might be taken to its application to any but legal purposes—*i.e.*, the purposes for which the rating authority was entitled by law to raise such a rate. If so, it may be urged, principle points to the conclusion that it cannot be void, though it may be voidable on appeal: that, for instance—to take the case of a rate raised by poor law authorities—as it must be applied to the relief of the poor in conformity with the law, whatever they intended to apply it to, no one can say it is void, though a ratepayer may object on appeal, on the ground that it is unnecessary to raise any rate, or so large a rate, at the particular time. If it is not so, it may be urged, then the reasoning breaks down that was relied upon to show that a rate expressed to be made for an authorized purpose, but in truth intended to supply an unauthorized purpose, is not void.

We see considerable force in the argument, and we see also that there is some difficulty in evolving principles on these questions which shall both be true in law and shall meet the requirements of reason and expediency; but we cannot help thinking that the views expressed in our previous article are right, and yet that the actual law on the subject is that a rate showing itself on the face of it to be made for unauthorized purposes is void, whatever reason or theory may require. It follows directly from the decision that a poor rate which has no title is bad that if a rate is void for not showing that it is made in pursuance of the authority given to make it, *à fortiori* it must be void if it professes that it is not made in pursuance of such authority, but includes unauthorized purposes. The explanation seems to lie in considerations connected with the character of the document or instrument called the rate—a character which it shares with numerous other documents known to our law. The relation between many kinds of legal documents or instruments and the facts of which they are the outward embodiments is often difficult to define. The materials and ideas out of which such a definition could be constructed must often be sought for in connection with considerations derived from very ancient times, when writing imported a peculiar solemnity, and authorities of all sorts were closely identified with the documents in which they were expressed. Whether it is right in principle and reason or not, it is an ingrained rule of our law, with respect to many documents or instruments, that the impalpable existence of the reality will not suffice unless it be embodied in a legally sufficient outward and visible form—*e.g.*, there may be all the elements of a good and sufficient authority in law for such and such an act, but if there be not a document or instrument constituting the visible embodiment of such authority, there is, in the eye of the law, no such authority at all. Considerations such as these will show at once why a rate must allege an authorized purpose on the face of it. It will be seen, also, why the principle we laid down in our former article—viz., that the fact of the rate not being intended to be made in conformity with the authority cannot make it void if expressed to be made for an authorized purpose—is perfectly consistent with the law that rates, on their face expressed to be made for an unauthorized purpose, are void. The rate in the latter case is not void because, if levied, it would not be applicable in law to authorized purposes; but solely because the visible embodiment of it does not express it to be so applicable. The ratepayer called on to pay such a rate may say, "You show me no outward and visible sign of a rate which I am bound to pay. As far as I know and am concerned, no such rate exists; no such rate exists in the eye of the law."

To sum up. The true principle seems to be that the legal instrument, whereby the rating authority purport to exercise the authority really given to them by the law, constitutes in law an actual exercise, or at least conclusive evidence of an actual exercise, of such authority. It is immaterial, if the legal instrument specify such authority, that they mentally intended to exercise some other authority which they had not got; the authority they have in fact exercised is that which the law gave them. Of course it is assumed that the legal authority exists at the time of making such instrument. We do not for a moment suggest that the instrument would be conclusive if any elements were wanting to such authority. If, on the other hand, the instrument does not purport to be the exercise of a legal authority, it does not operate as such exercise.

The case in which the question we have just dealt with most frequently arises is when the rate is alleged to be a retrospective rate, *i.e.*, a rate made wholly or in part to meet past liabilities, not to provide for expenses to be incurred. It is quite clear that such a rate is in

general objectionable, and it seems obvious that it may be objected to on appeal. Where the rate does not appear on the face of it to be retrospective it follows, if the view we have expressed is correct, that the objection can only be by appeal, and the rate is not void. But cases have arisen in which it was alleged that the defect appeared on the face of the rate. The law would appear from the decisions to be that in such a case the rate is void, as being made without authority. We cannot say that, in our opinion, the authorities on the subject put this question on a thoroughly satisfactory footing. Sometimes the ground taken appears to be that a retrospective rate is bad on account of the injustice of charging the ratepayers of one period with liabilities incurred at another, the ratepayers being a fluctuating body, and the equity of the matter being that the ratepayers of one period should bear the burdens arising at such period. In other decisions the ground taken is that the statute on its true construction does not give any authority to make a retrospective rate. These two grounds do not seem at all identical. Of course this latter ground would turn upon the terms of the particular statute giving the authority to rate; and in the case of *Harrison* v. *Stickney* (2 H. L. 108) it is suggested that all questions of retrospectiveness turn upon the terms of the statute. Inasmuch as the court there held that the statute authorized a retrospective rate, it was not, strictly speaking, necessary to decide whether the objection of retrospectiveness is always a mere question of the construction of the statute. Apart from the authorities, we should have been inclined to think that the objection of retrospectiveness did not always turn on the question of jurisdiction strictly so called. If it be necessarily a question of jurisdiction, it is obvious that a rate on the face of it retrospective must be void, not voidable on appeal merely. We should have thought if the matter were *res integra*, that, apart from the wording of the particular statute, it might be contended that the true principle was that there were certain common law considerations of equity and justice applicable to the mode in which the jurisdiction must be exercised, rather than to the existence of jurisdiction, and that though there might be jurisdiction to make a retrospective rate in one sense, such jurisdiction was subject to supervision by the higher authority on appeal if such considerations were contravened. It may be said in one sense that there is no authority by the statute to make an unequal rate, but inequality was always merely a ground of appeal. It seems to us to be almost over subtle to say—as some of the decisions do, with regard to the poor rate for instance—that the purposes of the relief of the poor do not include the payment of past expenses incurred for the relief of the poor, for the true objection is substantially, not that the funds are not to be applied to the purposes of the relief of the poor, but that they are to be raised in an improper and inequitable manner. If this argument were open it might perhaps follow that appeal was the true and only remedy in the case of a retrospective rate. It is perhaps, however, useless to discuss this question further, for on the authorities, though the point has never been as fully discussed as we could wish, it seems that, if the rate really show on the face of it that it is retrospective, it will be void altogether.

But it seems to us that nice questions might arise on the construction of a rate as to whether it did so clearly appear to be retrospective on the face of it as to be void. The question of retrospectiveness is a very troublesome one, and there are not wanting authorities to show that it is to some extent a question of degree. It has been held in some cases that overseers could not make rates to reimburse the expenses of past years, but suggestions have frequently been thrown out by the judges in such cases that within the year rates may be made to cover expenditure already incurred. The case of *Reg.* v. *Read* (13 Q. B. 524) is perhaps the decision that has gone the farthest in the direction of laxity in this respect. There, overseers for one year went out of office, leaving a balance sufficient to cover existing liabilities, which the overseers of the next year applied to current expenses, omitting to provide for certain of such existing liabilities. They then made a fresh rate to provide for the existing liabilities, and applied it to them. It was decided, on objection to their accounts, that the amount so applied must be allowed, and the court seems to have held that some latitude must be given in regard to questions of retrospectiveness. It would seem to follow from this, in strict logic, that a rate might, on the face of it, be made to provide for past expenses, and yet not be void. If so, it would follow that it would be very difficult in many cases, from the mere fact that a rate on the face of it was expressed to be for expenses already incurred, to say that it must be retrospective in such a sense as to make it void. We have some difficulty, we must confess, in reconci'ing the case of *Reg.* v. *Read* with the decisions holding that a retrospective poor rate is void because made wholly without jurisdiction. If the construction of the statute is that it is expressly confined to prospective expenses, we do not very well see how retrospectiveness can be at all a matter of degree.

Recent Decisions.

COMMON LAW.

MARINE INSURANCE—ACCEPTANCE OF NOTICE OF ABANDONMENT.

Provincial Insurance Company v. *Leduc*, P.C., 22 W. R. 929

The whole of the substance of this case is contained in the rule laid down in the House of Lords in *Smith* v. *Robertson* (2 Dow. P. C. 474), that insurers who have, *with knowledge*, accepted an abandonment which they are not bound to accept have made their election, and cannot afterwards insist upon the objection which their acts have waived. In that case the rule was applied to estop the insurers from denying that a loss was total; in the present case, both for that purpose, and also to estop them from taking advantage of a breach of a warranty with respect to the time within which the ship might be in certain waters, after knowledge of which they had taken possession of the ship and raised and repaired her.

MARINE INSURANCE—SLIP.

Fisher v. *Liverpool Marine Insurance Company*, Ex.Ch., 22 W. R. 951, L. R. 9 Q. B. 418.

We have already commented on this case below (18 S. J. pp. 180, 526), and in the Court of Exchequer Chamber. We only notice here, in its place, that the decision of the Queen's Bench has been affirmed.

FOREIGN PRINCIPAL.

Hutton v. *Bulloch*, Ex.Ch., 22 W. R. 956, L. R. 9 Q. B. 572.

This decision has been also noticed in connection with various other cases on the subject (18 S. J. p. 166). The decision of the Queen's Bench is affirmed.

Some inconvenience has been experienced by the necessity hitherto existing of sending cash to the Inland Revenue Office in payment for stamps. We are requested to state that the London and County Bank, with the view of adding to the security of payments made to the Inland Revenue for stamps, &c., has made arrangements with the board whereby the latter will accept such payments by a draft of that bank in lieu of gold or notes as hitherto required.

Notes.

THE LORDS JUSTICES on Saturday last, in *Re The Wear Engine Works Company*, laid it down very distinctly that a winding-up petition must, on the face of it, allege such a case as will justify the relief sought, otherwise it will be demurrable, and must be dismissed. On this ground (reversing an order made by Vice-Chancellor Bacon) they dismissed a petition which alleged that there was due to the petitioner a debt of less than £50; did not state that he had made any demand for payment, and did not contain any positive averment that the company was unable to pay its debts, but only an allegation that it could not do so "except by the sale of its assets and effects." The rule thus laid down will tend to correct a laxity in the framing of these petitions which has, we believe, become very general.

ON MONDAY the Lords Justices affirmed a recent decision of Vice-Chancellor Malins in *Re The Emma Silver Mining Company*. to the effect that the petitioner, on a winding-up petition, had a right, upon summoning the secretary of the company for cross-examination upon an affidavit which he had made in opposition to the petition, to require him to produce before the examiner books and papers of the company referred to in the affidavit. Their lordships held that this right of such a petitioner is co-extensive with that of a plaintiff on the trial of an action at Nisi Prius. It is a right to put the documents into the witness's hand for the purpose of testing the accuracy of his evidence.

THE CHIEF JUDGE IN BANKRUPTCY on Monday last, in *Ex parte Edey*, had again to deal with the question of order and disposition. A debtor, whose liquidation commenced on the 13th of June, had on the 2nd of May given a bill of sale of his furniture and other effects. The bill of sale was duly registered. On the 5th of June an execution was levied upon his property (including that comprised in the bill of sale) at the suit of another creditor. The sheriff remained in possession until the 20th of June. On the 15th of June the mortgagee for the first time demanded and took possession under his mortgage, but this was not till after the commencement of the liquidation. It was, however, contended that the possession of the sheriff prevented the goods from being in the order or disposition of the debtor. But the Chief Judge held that, inasmuch as the bill of sale was by its registration valid as against the execution creditor, the sheriff was never rightfully in possession at all. He had in fact, under a writ which authorized him to seize the goods of the mortgagor, seized the goods of the mortgagee, and this wrongful possession could not be taken to have ousted that of the mortgagee, in whose order and disposition the goods must therefore be considered to have remained at the commencement of the liquidation. In so deciding, the Chief Judge said he was following *Barrow* v. *Bell* (5 E. & B. 540), which case, he thought, was quite reconcilable with *Ex parte Foss* (2 De G. & J. 230).

THE *American Law Review*, after noticing the case of Mr. Vaughan Williams and the Rhyl car driver, says—"We may be pardoned for doubting whether such occurrences as the above are so uncommon as we would fain believe, when we find in our carefully edited contemporary, the *Solicitors' Journal*, such words as the following, which could not have been written unless the county court judges now on the bench were not all that our contemporary would desire:—

"'No fewer than three county court judgeships are vacant. We trust we shall not be considered presumptuous if we venture to express a hope that in the new appointments careful regard will be paid to the moral as well as intellectual qualities which go to make up the judicial character.'"

Our eminent American contemporary should have said "*some* of the county court judges now on the bench." We should be sorry to have it supposed across the Atlantic that we intended to imply any reflection on the county court bench generally, or to hint that admirable and conscientious judges are rare on that bench. What we said in the note referred to was that, "while acknowledging the admirable qualities of many of the learned county court judges, we are bound to say that there are some of them whose conduct on the bench is far from giving this idea," *i.e.*, the idea of the elevation of the judicial character; and this observation we regret to have to reiterate.

THE CHICAGO BAR ASSOCIATION held its first annual dinner on the 30th of December, and the proceedings appear to have been of a lively description. A large number of speeches were delivered by judges, one of whom, Judge Thomas Hoyne, remarking that when he first knew Chicago "like Galena it abounded more in great men than in great works," favoured the company with reminiscences of several of these great men. One was "our tall Kentucky friend, the somewhat historical Col. Strode, of Black Hawk war memory. It is said that upon one occasion the celebrated Indian chief, Black Hawk, made a capture of his saddle bags, containing his ruffled shirts and two volumes of "Chitty's Pleadings." Mr. Butterfield used to say, when Strode met with any mishap in pleading properly on account of the loss of his Chitty, that he had seen Black Hawk wearing his ruffles upon his buskins, and going round to find Strode with a volume of his Chitty under each arm—but Strode always kept out of his way." The third toast of the evening was—

"Our clients—The Scriptures assure us much may be forgiven
To flesh and to blood by the mercy of Heaven;
But we've searched all the books, and texts we find none
That pardon the man whom his attorney must dun."

Societies.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held at the Law Institution, Chancery-lane, on Tuesday the 19th instant, Mr. J. A. Field was duly elected a member of the society. The question appointed for discussion was No. 551 Legal—"Where there has been a *devastavit* by an executor, ought the pecuniary legatees to bear the loss proportionably with the residuary legatees?" The question was fully discussed by the members present, and was ultimately carried in the affirmative by a majority of four.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall on Wednesday, the 20th of January, 1875, Mr. J. S. Rubinstein in the chair. Mr. W. Dowson opened the subject for the evening's debate, viz.:—"That the landlord's remedy for distress should be abolished." The motion was carried by a majority of six.

BIRMINGHAM LAW SOCIETY.

The annual meeting of the members of the Birmingham Law Society was held at the Queen's Hotel on Wednesday, the 20th ult. Mr. G. J. Johnson (president) occupied the chair, and amongst those present were Messrs. A. Ryland, W. Evans, W. R. Wills, C. E. Mathews, C. T. Saunders, J. Marigold, J. S. Canning, J. Jelf, S. J. Mitchell, Martineau, Carslake, Harding, Clarke, and T. Horton, hon. sec. The annual report of the committee, which was taken as read, was as follows:—

Officers and Constitution of the Society.—Your committee at their first meeting elected as officers of the society—Mr. Arthur Ryland, president; Mr. W. S. Allen, vice-president; and Mr. Thomas Horton, honorary secretary and treasurer. To enable your president for the time being to be nominated, under the new charter, an extraordinary member of the Council of the Incorporated Law Society, Mr. Ryland, who is an elected member of such Council, tendered in August last his resignation of the office of president. While accepting such resignation for the reason mentioned, the other members of your committee recorded on their minutes, and also desire here to record,

their appreciation of the motive which led to the resignation, and an acknowledgment of the long-continued, earnest, and valuable services of Mr. Ryland in the work of the society. Mr. G. J. Johnson was unanimously elected to the office resigned by Mr. Ryland, and he was shortly afterwards named and has since taken his seat as an extraordinary member of the Council of the Incorporated Society. The members of your society at this date number 159, and your committee mention with regret the loss by death during the past year of your former president, Mr. J. W. Whateley, and of your former vice-president, Mr. T. S. James; as also of Mr. B. Soars.

Finance.—The treasurer's account for the year, showing a small balance in favour of the society, is appended to this report. Your committee record with great satisfaction the success of the movement initiated at the last annual meeting for paying off by a subscription the society's indebtedness—a movement which resulted in donations to the amount of £823 4s., with which your committee were enabled to discharge all their liabilities, and the current income has been rendered available for the purposes of the society. The liberal donations made, and of which a list accompanies this report, your committee regard as an approval on the part of their constituents of the policy (adverted to in former reports) which led to the incurring the liabilities mentioned.

Library.—Your committee report the addition to the library during the year, by donations and purchase, of about 300 volumes. Among the additions by purchase may be mentioned a series of the Statutes at Large, from 7 Anne (1708) to 38 Geo. 3 (1797), containing *in extenso* the local Acts, of which the titles only are given in other editions; several volumes of valuable parliamentary papers, and the principal legal works published during the year. Among the donations may be mentioned one of a collection of legal works, from Mr. R. H. Sadler, of Sutton Coldfield, from the libraries of his late father and grandfather. An arrangement has been made for the furnishing, for the convenience of members, of the chancery term and sitting papers, and of the daily cause lists, on the morning of publication, all of which will be found posted in the library. It is hoped that a similar arrangement may be made for the supply of the common law term papers and daily cause lists.

Acquisition of Buildings for Library and Legal Purposes.—In the report to the annual meeting in January, 1873, our predecessors suggested for consideration whether the time had not arrived when the profession practising in Birmingham should acquire property in the town in which the library (stated to have outgrown its then and present place of deposit) could be accommodated, and another series of rooms provided, adapted to the purposes of arbitrations, meetings of creditors, auction sales, &c. The acquisition of further library accommodation has, in the opinion of your committee, now become an absolute necessity; your honorary secretary has been obliged, for want of room at the library, to store many of the recent purchases at his own office, and the desirability of providing suitable rooms for arbitrations, meetings of creditors, and auction sales, in lieu of resorting to ill-provided and inconvenient rooms at hotels, or the confined accommodation of private offices, will be generally acquiesced in. Such accommodation has long been provided in other towns, with success pecuniary and otherwise, and your committee are sanguine that the same result would be attained here. This subject will be specially brought under your notice at the meeting.

Preliminary Examination.—During the year four examinations have been held in Birmingham, and Mr. C. T. Saunders has supplied the following statistics of the result:—

Feb. 11 and 12.—Examiners, C. T. Saunders and Edward Sargant. Candidates, 17; passed, 15; absent, 2.

May 13 and 14.—Examiners, C. T. Saunders and B. Chesshire. Candidates, 11; passed, 11.

July 15 and 16.—Examiners, C. T. Saunders and Edward Sargant. Candidates, 13; passed, 9; postponed, 1; absent, 3.

Oct. 28 and 29.—Examiners, C. T. Saunders and G. W. Hickman. Candidates, 14; passed, 12; postponed, 1; absent, 1.

Legal Education and Law Lectures.—Your committee have not in the past year lost sight of this important subject, though they have not found it practicable to take any definite action with reference thereto. The views expressed in the report to the annual meeting last year upon the subject of lectures have been confirmed by the experience of Liverpool. Lectures established there under the most favourable conditions, and with lecturers of unquestioned pre-eminence, have, we learn from the last report of the Liverpool Law Society, had to be abandoned, the numbers of students falling from 101 in the year 1871 to 28 in the year 1874.

The bill of Lord Selborne for establishing a general school of law, introduced into the House of Lords last session, and in the main principles of which your committee fully concur, will, should it succeed in passing the Legislature, remove many difficulties now hindering the adoption of a better and more thorough system of legal education, so imperatively required for both branches of the profession.

Gold Medal Prize.—The Incorporated Law Society, after the holding of the annual meeting last year, certified to your committee that of the Birmingham law students examined in the year 1873, Mr. R. A. Pinsent, a prizeman at the examination in Easter Term, 1873, and who was articled to your former vice-president, the late Mr. T. S. James, was entitled to the honorary distinction of your society's gold medal for the year 1873, and your committee had much pleasure in awarding and presenting the medal to Mr. Pinsent.

Your committee have also received from the Incorporated Law Society a certificate that of the Birmingham law students examined in the year 1874, Mr. Thomas Fisher, jun., a prizeman at the examination in Trinity Term last, and who was articled to your former president, Mr. Ryland, was entitled to the honorary distinction of your society's gold medal for the year 1874, and your committee have had much pleasure in awarding the medal to Mr. Fisher. The presentation will be made to Mr. Fisher at this meeting.

Bankruptcy Act, 1869.—Your committee have noticed with much pleasure the appointment, by the Lord Chancellor, of a well-constituted committee, to consider "whether, having regard to the experience now obtained of the working of the Bankruptcy Act, 1869, any and what changes, either through the medium of legislation or orders, might be advantageously made in the details of the present system."

This action of the Lord Chancellor will, it is hoped, lead to such alterations in the working details of the Act as may remove in some measure the general and, as your committee believe, the well-founded dissatisfaction felt with reference to the present administration of the law of bankruptcy.

Judicature Act, 1873.—As this important Act would, but for the subsequent suspensory enactment, have come into force in November last, your committee thought a favourable opportunity offered for bringing under the notice of the Lord Chancellor the desirability of forming, under section 60 of the Act, a district registry in Birmingham, and also of urging the expediency of creating an assize district for the trial of both civil and criminal cases, of which Birmingham should form the centre. A deputation from your committee, which the Chancellor had consented to receive, attended in London on the 24th of July last, when his lordship gave an attentive consideration to as well the representations on the subject made by Mr. Ryland as your president, as to the facts set forth in a statement prepared for the information of his lordship, explaining fully the views of your committee. In reply to the deputation, his lordship said that Birmingham was one of the places in which a district registry should be established, but as an intimation had been made in Parliament that day that the operation of the Act would be suspended, nothing would be done therein for another year. The Chancellor also stated that he understood the question of a civil assize at Birmingham had been considered by the judges, who were favourably disposed to the proposition, but in consequence of there not being any courts or other accommodation necessary for the holding of an assize, nothing more than an opinion could be expressed. With respect to the larger question of creating an assize district, with Birmingham as the centre, his lordship stated that the proposition was one which, having reference to other interests, would require careful con-

sideration, and thereon he must not be taken to have expressed any opinion.

The town clerk has furnished your committee with a copy of a memorial subsequently sent by the corporation of Birmingham to the Secretary of State for the Home Department, praying the formation of an assize district for civil and criminal cases, with Birmingham as its centre, and the correspondence with the Home Office thereon, the result appearing to be that on proper courts and judges' lodgings being provided the Government would (so far as it was in their power to do so) arrange that Birmingham should be an assize town; but that the proposal for the formation of an assize district, with Birmingham as its centre, was one that could be carried into effect only by an Act of Parliament, and could not be the subject of any pledge by the executive.

Your committee are convinced that the creation of the suggested assize district, with Birmingham as its centre, is essential to the due administration of justice in this district, and that were the necessary courts provided by the town council the concession of the assize district must, from its self-evident necessity, be at no distant date accorded. The financial question arising upon the borough now providing courts, which would hereafter be adopted and used for a more extended area, might, we feel sure, be provided for on the creation of the district, and a proper portion of the burthen recouped to the borough from the outside area.

The Lord Chancellor's Land Bills.—As soon as the three Bills introduced into the House of Lords by the Lord Chancellor—viz., the Land Titles and Transfer Bill, the Limitation Bill, and the Vendors and Purchasers Bill—were printed, your committee appointed a sub-committee to report upon them, and to place themselves in communication with the Incorporated Law Society and the various provincial law societies. With reference to the Land Titles and Transfer Bill, the Incorporated Law Society as well as the provincial law societies were unanimous in opinion that registration should not be made compulsory until experience had proved that it was beneficial, on account of the increased cost in all smaller transactions. The provincial societies were likewise unanimous in opinion that if registration were compulsory, very numerous district registries were essential. The Chancellor so far yielded to the representations made to him as to except transactions under £300 from the compulsory clauses of the Bill, and in that state the Bill passed the Lords. It was read a second time in the Commons on July 7, and, from the pressure of other public business, was then withdrawn. Unfortunately, however, the two other Bills—viz., the Limitation Act and the Vendors and Purchasers Act—were, contrary to all expectation, proceeded with, and hurriedly passed at the end of the session. Your committee say unfortunately, because, although entirely approving of the principle of both, very serious defects have been already discovered in each of them, especially in the Vendors and Purchasers Act. Finding the Vendors and Purchasers Bill to have passed the Legislature, your committee had to consider how far its provisions rendered it desirable to modify or omit some of your common form conditions of sale, and it appeared to us that in the clauses common to both the conditions and the Act, the provisions of your conditions were more complete and certain than the corresponding clauses of the Act. Being anxious, however, to take advantage of the benefits (if any) of the Act, your committee laid a case before Mr. William Barber, of Lincoln's-inn (who settled your conditions in the first instance), and he advises that no attempt should at present be made to alter them, on the ground that the Act must be materially amended before it can be safely relied upon to accomplish its intended object.

In case of the reintroduction of the Land Transfer Bill in the ensuing session, your committee propose to urge the same modifications as in the last session. Your committee are as anxious as the advocates of registration are to promote simplicity of title to, and economy in, the transfer of land, but are well assured that no such scheme as that proposed last session will be either simple or economical in the smaller and more numerous transactions. Your committee have had under consideration the paper read by the president of your society at the provincial meeting, at Leeds, of the Incorporated Law Society, on the question whether it is not possible to have certified titles unencumbered by the complex machinery of a registration of all subsequent transfers (of which paper a copy has been sent to each member of your society). A conveyancing barrister has volunteered to put that scheme in the shape of a Bill for the consideration of the Incorporated Law Society and the profession generally, if your society will undertake the printing and circulation of it; and, with your concurrence, it is proposed to accept the offer.

Mortgages of Trade Fixtures.—The unsatisfactory state of the law upon this subject, under the unexpected decisions of *Hawtrey* v. *Butlin* (L. R. 8 Q. B. 29), and *Ex parte Daglish, re Wilde* (L. R. 8 Ch. 1072), engaged the earnest attention of your committee. If those decisions had not been modified by the subsequent case of *Ex parte Barclay* (L. R. 9 Ch. 576), the effect would have been to reduce the value of leasehold manufacturing properties, not merely to the value of the buildings only, but to the value of such buildings when stripped of the machinery and fixtures, by the adverse proceedings of execution creditors or trustees in bankruptcy. As it is, the validity of these securities depends on the insertion or omission of a power to sell machinery and fixtures separately, which, under the law as it was understood to be before the decision in *Hawtrey* v. *Butlin*, was a matter of no importance. It was not surprising, therefore, that in the last session three Bills were introduced into Parliament—one by the Incorporated Law Society, to render valid all past mortgages; and others by the Manchester Law Society, and Mr. Lopes, Q.C., not only dealing with past transactions, but also laying down new statutory rules for the future. Your committee were, and are, strongly of opinion that the only satisfactory mode of dealing with the question is to restore the law to the state in which it was supposed to be before the recent decisions; and they were gratified to find that no one of the three Bills became law. The Manchester Chamber of Commerce have signified their intention of introducing a new Bill new session, and we hope to secure the co-operation of the Birmingham Chamber of Commerce in support of our views, which are of the greatest importance to the prosperity of Birmingham, where leasehold tenure is more general than in any other town of the same magnitude.

Retirement of Members of Committee.—Under the articles of association, seven members of your committee—viz., Messrs. H. Addenbrooke, T. Browett, B. Chesshire, W. Evans, W. S. Harding, T. Horton, and R. H. Milward—retire from office at this meeting. Messrs. Addenbrooke, Browett, Evans, and Horton alone are eligible for re-election.

The CHAIRMAN, in moving the adoption of the report and statement of accounts, expressed, on behalf of the committee, thanks to the gentlemen who had given such liberal donations to the funds for clearing off the debt under which the society laboured. The committee took it as an emphatic vote of confidence in them and an approval of their exertions to extend the library. The chairman then went on to minutely explain the various legal matters referred to in the report.

Mr. A. RYLAND seconded the motion, and in so doing alluded to the need which existed for a new library and rooms for the use of the society. He said he should be much disappointed if before their next meeting they had not a building of their own, or at least if steps had not been taken with the view of bringing about so desirable an end.

Mr. S. J. MITCHELL supported the motion, and referred to the urgent need there was for Birmingham being constituted the centre of an assize district.

The motion was carried.

The CHAIRMAN next presented the society's gold medal to Mr. Fisher.

A vote of thanks having been passed to the retiring auditors, and Messrs. G. Page and J. B. Carslake elected to the office for the ensuing year, Mr. WILLIAM EVANS moved, "That it be an instruction to the committee to take into consideration the subject of the acquisition of buildings for the library and legal purposes, and to associate with themselves any other members they think fit, and report to a future meeting."

This was seconded by Mr. C. E. MATHEWS, and carried.

Votes of thanks having been passed to Messrs. Marshall (Leeds) and Jevons (Liverpool) for their services as hon. secretaries of the Associated Provincial Law Society in reference to the Land Transfer Bill of last session, and to Mr. Thomas Horton, the hon. secretary, it was resolved, on the motion of Mr. CLARKE, seconded by Mr. T. G. LEE, "That this meeting is of opinion that all rules and practices requiring service of bankruptcy process or summons by the bailiff of the court are attended with great inconvenience."

The vacancies on the committee were again filled, and a vote of thanks to the president concluded the proceedings.

Appointments, Etc.

Mr. THEODORE BELL, solicitor, of 1, St. Swithin's-lane and Kingston-upon-Thames, has been appointed Clerk to the County Magistrates at Epsom, in succession to Mr. Henry Thomas Aveline, deceased. Mr. Bell (who was admitted in 1865) is a younger brother of Mr. James Bell (of the firm of Crowder & Bell), clerk to the county magistrates and Registrar of the County Court at Kingston.

Mr. HUGH REILLY SEMPER, barrister-at-law, Attorney-General of the Leeward Islands, has been appointed Attorney-General of Barbadoes. Mr. Semper was called to the bar at the Middle Temple in Hilary Term, 1866, and has been Attorney-General of the Leeward Islands since 1872.

Mr. ROBERT FRENCH SHERIFF, barrister-at-law, Solicitor-General of the Leeward Islands, succeeds Mr. Semper as Attorney-General of the colony. Mr. Sheriff was called to the bar at the Inner Temple in Michaelmas Term, 1862. He at once proceeded to Antigua, where he was called to the bar in 1863. He was appointed Crown Member of the Legislative Council of Antigua in 1867, and a Queen's Counsel in 1869. He administered the Government of Montserrat from May, 1869, to July, 1870, and was acting Chief Justice of St. Christopher and Nevis for a short time in 1873. In 1872 he was appointed Solicitor-General of the Leeward Islands, and was also elected a representative of the presidency of Antigua in the general council of the islands.

Mr. DOUGLAS CLOSE RICHMOND, barrister-at-law, has been appointed an additional Secretary to the Charity Commissioners under Statute 37 & 38 Vict. c. 87, s. 2. Mr. Richmond was formerly fellow of St. Peter's College, Cambridge, where he graduated as Chancellor's Medallist, and first-class in the classical tripos in 1861. He acted for several years as an assistant Endowed Schools Commissioner, and was afterwards appointed Secretary to the commission. Mr. Richmond was called to the bar at Lincoln's-inn in last Michaelmas Term.

Mr. JOHN GOLDSMITH ATKINSON, solicitor, of Norwich, has been appointed a Perpetual Commissioner for taking Acknowledgments of Deeds by Married Women for the county of Norfolk and city of Norwich.

Mr. RICHARD EDWARD CLARKE, solicitor, of Shrewsbury, has been elected (without opposition) to the Coronership for the Ford division of the County of Salop, vacant by the death of Mr. Corbet Davies. Mr. Clarke was admitted in 1866.

Mr. ISAAC NEWTON EDWARDS, solicitor, of 6A, Victoria-street, and St. Alban's, has been appointed Registrar of the St. Alban's County Court (Circuit No. 37), in succession to his recently deceased partner, Mr. Thomas Ward Blagg. Mr. Edwards was admitted a solicitor in 1863, and is clerk to the St. Alban's Highway Board, clerk to the justices of the St. Alban's division, and treasurer to the Liberty division of the county of Hertford. Mr. Edwards has also been appointed Town Clerk of the Borough of St. Alban's, in succession to Mr. Blagg.

Mr. HENRY JAMES GODDEN, solicitor, of 168, Fenchurch-street, has been elected, after a poll, to the Vestry Clerkship of the parish of St. Dionis Backchurch, vacant by the death of Mr. Edward Browne Hooke. Mr. Godden was admitted in 1842.

A memorial to the Lord Chancellor, praying that the jurisdiction of the House of Lords as a Court of Final Appeal for the United Kingdom may be preserved, is being circulated for signature among members of the bar.

A deputation from the Associated Chambers of Commerce waited on Wednesday on the Lord Chancellor with reference to the provision in the County Courts Bill which provides for the appointment of commercial assessors. The interview was private, but, if we may judge from the reports which have appeared, the deputation did not go away greatly elated.

Legal Items.

Sir John Karslake, Q.C., has so far recovered that for the first time for some months he dined at the Middle Temple on Friday week.

Dr. Elrington, Q.C., of the North East Bar, and Mr. Jellett, Q.C., of the Munster Bar have been elected benchers of the King's-inns, Dublin.

The administration of the Endowed Schools Acts by the Charity Commissioners under the recent Act, will be continued for the present at 2, Victoria-street, Westminister.

The *Sussex Daily News* has good reason to believe that the ensuing Spring Assizes for Sussex will be held at Brighton instead of Lewes, Lord Chief Justice Cockburn, who takes the court, having expressed himself in favour of that course.

At the sitting of the Court of Common Pleas on Thursday Lord Coleridge announced that, for a reason the court most deeply regretted (the retirement of Mr. Justice Keating), the new trials of Mr. Justice Keating, in whatever order they might stand on the list, would be taken next Wednesday.

The Lord Justice Sir William Milbourne James has accepted the office of Arbitrator under the European Assurance Society Arbitration Act, in pursuance of the arrangement for a temporary appointment pending legislation, which was stated a few days ago to have been proposed, and which has been approved by the Lord Chancellor.

The judges met on Thursday morning and arranged the Spring Circuits as follows:—Home.—Cockburn, C.J., and Denman, J. Norfolk.—Blackburn, J., and Grove, J. Midland.—Lord Coleridge, C.J., and Keating, J. Western.—Kelly, C.B., and Bramwell, B. Oxford.—Quain, J., and Archibald, J. Northern.—Pollock, B., and Amphlett, B. North Wales.—Mellor, J. South Wales.—Cleasby, B. Brett, J., remains in town.

On Wednesday Vice-Chancellor Malins stated in court that he had just heard he was about to lose the services of one of his most valuable officers, his chief clerk, Mr. Buckley, who had been promoted to the office of one of the taxing masters of the court. His pleasure at hearing of Mr. Buckley's promotion was tempered by the regret he could not but feel at losing the services of a very valuable officer.

The St. Louis *Republican* mentions a new application of the doctrine of contempt of court. Justice Scott presides over a justice's court at Battle Mountain, Nevada. An English traveller was recently robbed by the monte men on one of the Western trains. He got off to prosecute them at Battle Mountain. While preparing to make the charge before Justice Scott, the thieves refunded him his money. Then the Englishman, not wishing to be detained on his journey, declined to make a complaint. The justice insisted, but the Briton positively refused. Then the court addressed him: "I'll have you know, sir, that no subject of Great Britain or any of the crowned heads of Europe shall browbeat this court with impunity. I fine you fifty dols., sir, for contempt of court." The traveller paid the fine, and went west by the next train.

At the sitting of the Second Court at the Middlesex Sessions on Tuesday, Mr. Serjeant Cox directed Agnes Wiggins, who was the prosecutrix in the case of Mary Williams, tried at the last session of the Central Criminal Court for threatening her if she gave evidence, to stand forward, and addressing her said,—In consequence of the threats which had been used towards you for the purpose of preventing you from appearing to give evidence, I felt it to be my duty, for the protection of witnesses generally and for the vindication of the administration of justice, to direct the prosecution of the offender. The county has been accustomed to pay the costs of such prosecutions as these, which are needful for the protection of its own courts. But on this occasion the authorities refused to allow the costs, on the ground that it was not a payment properly chargeable on the county rate. Application was then made to the Treasury to pay the costs of the prosecution, but no answer was returned. The case came on for trial at the Central Criminal Court, and the prisoner was convicted and sentenced to twelve months' imprisonment, the recorder stating that the prosecution was a most proper one, but he regretted that he had no power to order

the payment of the costs, it not being one of the cases provided for by the Prosecutors' Expenses Act. The practical effect has been that unless the Treasury will now assist in the vindication of justice and the protection of witnesses from what is now a fast growing offence, the solicitors who took charge of the case, Mr. W. J. Abram, who so kindly conducted it, and the witnesses who supported it, will go without any remuneration for their trouble and loss of time. It is a great defect in our law that no provision is made for the payment of the costs of such prosecutions as these, and I hope that in this respect there will be an early amendment of the law.'

The *Albany Law Journal* says—"A contemporary has been compelled to relieve its mind upon a subject incidentally connected with book reviews. It says: 'We not unfrequently receive from authors of legal works letters acquainting us with the merits of their productions, and with the favourable opinions expressed of them by persons of authority. It may, perhaps, save some trouble to these gentlemen in future, if we say, once for all, that their communications invariably find their way to the waste-paper basket, and never exercise the least influence on the critic.' This is as it should be: and while we have no occasion to make any such observations as our contemporary has made, we should take precisely the same view were any attempts made to influence our critical judgment of a legal work. We thoroughly recommend, and heartily subscribe to, the sentiment conveyed in our contemporary's remarks, because it is one of the most important functions of legal journalism to be independent. It is also of the utmost importance to the profession that all law books should receive their just deserts at the hands of the critic, irrespective of the claims of the author and his friends, or of the publisher."

Courts.

COMMON PLEAS.

(Before Lord COLERIDGE, C.J., and KEATING, GROVE, and DENMAN, JJ.)

Jan. 12.—*In re Joseph Francis Holmes, an Attorney.*

This case, in which a rule was obtained on January 15, 1874, calling upon Mr. Holmes to answer the matters of certain affidavits (18 S. J. 225), was brought before the court in Michaelmas Term last; but on the authority of *Re Wright* (12 C. B. N. S. 705) the rule was enlarged to Hilary Term in order to give Mr. Holmes the opportunity of satisfying the court that he ought not to be struck off the rolls. The proceedings on that occasion are reported *ante* p. 50. The matter now came on for final hearing.

Morgan Howard, Q.C., and *Tindal Atkinson*, for Mr. Holmes, showed cause why he should not be struck off the rolls.

Garth, Q.C., and *Murray*, for the Incorporated Law Society.

Lord COLERIDGE, C.J.—In this case of an application against an attorney of the name of Holmes, the Law Society brought the conduct of the attorney under the notice of this court a good many months ago, and a rule was granted that he should answer the matters of an affidavit, and cause was shown by Mr. Morgan Howard in the course of last term. It was then stated that the court in the view that it took of the existing facts before it, was prepared to have struck the attorney off the rolls, and would have acted upon the impression which it then entertained, but that a case appeared to have been decided in this court, in which, when the application had been merely that the attorney should answer the matters of the affidavit, and the matters of the affidavit turned out so serious, as in the judgment of the court would warrant, if unanswered, a striking off the rolls, this court had given the attorney an opportunity of being heard why he should not be struck off the rolls, because the application had not been distinctly and specifically pointed to that end. The court being desirous in a matter so important to give every opportunity to an officer of the court to answer charges of so serious a nature, and to be followed, if unanswered, by such serious consequences, acted upon the precedent of that case, and gave Mr. Holmes further time to answer matters charged against him, with specific reference to the question of whether he should or should not be struck off the rolls of this court. The case has stood over, I think, more than once, and to-day cause has been shown why, under the circumstances, Mr. Holmes should not be struck off the rolls of the court.

Now, if the circumstances brought before the court on the present occasion had substantially differed in any degree from the state of the case as it appeared to the court on the last occasion; if any explanation which was not then forthcoming had to-day been produced of conduct which the court on that occasion described as it felt right, it would have been the duty, and I may say it would have been the pleasure, of the court—because the court can have no pleasure in discharging a harsh and painful duty—to have given effect to such explanations as might be forthcoming; but it appears to the court that nothing has been presented that in the slightest degree substantially alters the complexion of the case from that which it wore when it was last before the court. It is true that since the last time the matter was presented to the court there has been a payment made of £46 odd; there has been a statement of account rendered to the present attorney of Mr. Child, and, as the result of that statement of account, the sum which I have just mentioned has been paid over to Mr. Child. That account is accompanied by an affidavit of Mr. Crook, the now attorney of Mr. Child, and by an affidavit of Mr. Child himself. The one in substance states that the account has been agreed to and approved, and the other in substance states that the £46 10s. has been received, in satisfaction of the debt, by Mr. Child from Mr. Holmes. Nothing that falls from the court on the present occasion is to be taken in any degree to infringe upon the principle which has been repeatedly recognized, and justly recognized, in cases of this kind, that where there has been, under other circumstances, the best reparation made in a man's power for conduct in the first instance indefensible, that reparation will be taken into account by the court in awarding punishment, if it is right to award any for the original misconduct; and the court will be glad to give effect to any such reparation if the circumstances show it to have been a voluntary reparation, and to have been made with an earnest and an honest desire to do the best in the attorney's power to repair the injury which he has committed. Therefore, nothing that is done on the present occasion must be supposed to conflict either in fact or in principle with any of the cases in which effect has been given, by way of mitigation of punishment, to such reparation as I have endeavoured to describe.

But when one comes to look at the so-called reparation in this case, it is not a reparation properly so described at all. In the first place, it is made on the 7th of the present month. It is made under the direct pressure and terror of the rule of the court which was pending over the head of the attorney. I must point out also that the matter now before the court is not a matter with which the payment of this account and the settlement of these differences have anything whatever to do. The application to the court is made by the Council of the Law Society; and what the court has to see is not whether, as between the injured client in the particular case and the attorney, justice has been done, or reparation has been made, after the matter has been brought to the notice of the court, but whether the matters brought to the notice of the court, at the time they were so brought, were or were not sufficient to justify the action of the court to the extent to which it is disposed to proceed. If it were necessary to go into a matter which I have already shown to be irrelevant, I must say for my own part, and I believe I express the opinion of my learned brethren in saying, that never was reparation made under circumstances less satisfactory. In the first place the time at which it is made (the 7th of January) is open to the strongest observation. The money has been in the hands of Mr. Holmes from January, 1873, to the 7th of January, 1875. Here we are upon the 12th, and it is not till the 7th of January, 1875, that anything in the shape of reparation was made. Next it is accompanied by a statement of account. The court is furnished with a statement of account which accompanies the payment, and with an affidavit than which nothing can be less satisfactory. The account itself is no real account at all. It is a statement of

lump sums of money, and one of those lump sums, as has already been pointed out by my brother Denman, probably including, and to a great extent made up of, costs incurred by Mr. Holmes in the prosecution of the very fraudulent misrepresentation for which his conduct has been brought before the court. Next it is accompanied by an affidavit on the part of Mr. Crook of the most unsatisfactory description, not stating that the account has been gone into, not stating that he is satisfied that it is a fair account, but stating that the account as presented has been agreed and approved of by him; and that if it had been previously rendered he should have hesitated (he goes no farther) before he applied to the Law Society to take the matter up and bring it before the court. I do not say one word against Mr. Crook, because the matter for Mr. Crook to consider was a very different thing from the matter which the court has to consider. Mr. Crook had to consider what was best for his client, and had to get from a needy and impecunious attorney as much money of his client's improperly in that attorney's pocket as he could get; and it may be that Mr. Crook exercised a very wise discretion in agreeing to and approving the statement of accounts which is now before the court. But what is the case? The case is exactly that which it was on the last occasion, that an attorney of this court obtained from a client of his own by a misrepresentation which no member of the court doubts was false and fraudulent to his knowledge, a sum of £250, and having got that £250 into his pocket when he is asked to account for the difference, which, I think, was £155—because £95 appears to have been paid to the client—when he is applied to over and over again by the client, and the client's attorney, to either pay the £155 or to give some account why he will not pay the £155, he gives no attention whatever to the repeated applications, which begin on the 17th of January, 1873. When the matter is brought before the court, and he is asked to give an account of his conduct, he says that in the summer and autumn of 1873 he became ill and could not attend to his business, and he puts before the court a certificate (I admit by an eminent and distinguished person) curiously worded. Mr. Canton says, "I was consulted in the summer and autumn of 1873, and in the year 1874, by Mr. Holmes as to the state of his health. I found him suffering from great nervous debility and prostration of bodily power which rendered him quite unfitted to attend to any active business. I have this day"—that is the 8th of January of the present year—"seen Mr. Holmes, and I find that his condition is by no means improved, and that it will require much care and quiet to insure recovery." Whatever his state may be it is consistent with his stating the account on the 7th of January. It is consistent with his making the affidavits which are before the court. If we are to take Mr. Canton as stating that he is now in January, 1875, as he was in the summer and autumn of 1873, I am unable to see that Mr. Canton's certificate affords the slightest ground whatever for saying that this account could not have been as well rendered, and this payment as well have been made in the autumn of 1872, or the winter of 1872, or the spring or summer of 1873, as in January, 1875. Then the attorney obtains this money by fraud and falsehood. He mingles it apparently with his own money, that is to say he spends it upon his own matters, for his own benefit, and when he is applied to by the Law Society he gives utterly untrue and unsatisfactory accounts of how he came to be possessed of it and why he did not account for it. On the last occasion, all these matters were presented to him, and were presented to him with as much force as the court could present them, and he was told if there was not some explanation of the conduct I have attempted to describe, the court thought he was a person who ought not to remain any longer an officer of the court. The time has arrived when his explanation ought to have been made; and in my opinion, and, I believe, that of my learned brethren, he has offered no explanation at all. The matter remains, therefore, in this month of January, 1875, as it remained in the last term in 1874, and the judgment of the court must be now what the court was then prepared to give. The reasons, if it interests persons to know what the reasons are, were expressed, with such force as I am able to give, on that occasion (*ante*, p. 50), and the feeling present on my mind, which I am thankful to think the court concurs in, is that the court is charged in matters of this sort with a disciplinary power, which it is for the interests of society and for the interests of that large portion of society especially which has to resort to attorneys, should be exercised with stringency and determination. It must be remembered that the members of the profession of attorney are persons to whom the subjects of this country must resort for the prosecution of their necessary legal business. They are persons clothed by the courts of this country with exceptional dignity and exceptional confidence. If the court finds that the character which the court itself has created is being abused to the dishonour of the court and the injury of the suitors of the court it seems to me that it is the clear duty of the court to say that at all events that exceptional power and that exceptional privilege conferred by the court shall no longer be enjoyed by the persons who have shown themselves unworthy of it. In this case it appears to me that there has been a gross abuse of the duty and the privilege of an attorney, and that this has been brought to the notice of the court in the clearest way. It has been met by an answer which is no answer. The duty of the court, though painful, is clear, and the judgment of the court ought to be, and must be, that this gentleman shall be struck off the rolls.

*THE RAILWAY COMMISSION.**

Dec. 22 and 23.—*The Diphwys Casson Slate Company, Limited*, v. *The Festiniog Railway Company.*

Undue preference—Special agreement—Service off the railway

A railway company, with the object of discouraging the construction of a competing line, carried slate for certain quarry owners who agreed to send all their slate over the railway company's line for a fixed number of years, at a less rate than they charged for the same service to the complainant quarry owners who were offered, but refused to bind themselves by, such an agreement.

Held, that this was an undue preference within the meaning of the Railway and Canal Traffic Act, 1854, s. 2.

The railway company charged the complainant quarry owners 9d. per ton for the use of their waggons off the line, and demurrage if they detained them more than twenty hours, while the quarry owners who had entered into the above-mentioned agreement were charged nothing for the use of waggons off the line, and were not charged for demurrage until after the expiration of thirty hours.

Held, that the service off the line was incidental to the receiving, forwarding, and delivering of the slate, and that the circumstance of the favour shown being in respect of something done off the line did not take the case out of the Railway and Canal Traffic Act, 1854.

The railway company charged the complainants 1d. per ton for shunting goods on to a siding, connecting their quarry with the railway, which was the property of the complainants; while no charge was made to other quarry owners for shunting on sidings connecting their quarries with the railway which were the property of the company.

The Commissioners found as a fact that the service rendered to the complainants was not more onerous to the railway company than the working of the other sidings for which no charge was made, and, therefore,

Held, that the extra charge was an undue preference under the 2nd section of the Act.

This was an application to the Railway Commissioners by the Diphwys Casson Slate Company, under section 11 of the Regulation of Railways Act, 1873, for an order enjoining the Festiniog Railway Company to desist from giving any undue preference to any quarry owners or other persons in the carrying of slates and other goods, and in the time and mode of exacting payment therefor, or in allowing the use of their waggons off the railway of the last-mentioned company, or in their charges for the same, and enjoining the said company not to subject the said applicants to any undue prejudice in respect of the aforesaid matters.

The railway company owned and worked a line extending from a point beyond Portmadoc, called the Portmadoc Lower Terminus, to Dwffws Junction, where it bifurcated, one branch terminating at Dwffws and the other at Dinas. The railway was about 13¼ miles long, and ascended from the coast by steep gradients to its upper end, where the said branches communicated with various slate quarries by means of sidings.

* Reported by RALPH NEVILLE, Esq., Barrister-at-Law.

At the Portmadoc Lower Terminus the railway joined a short private line, the property of the quarry owners, which was in communication with their various wharves; the main traffic of the railway consisted in the carriage of slates from the quarries to the port, and of coals and other stores up to the quarries. The complainant company owned a quarry communicating with the railway by means of a private siding which joined the line within the station yard at Dwffws; inclines from the quarry joined the said siding, and for the purpose of being loaded the railway company's waggons left their line and passed over the siding and up the inclines, and, again, for the purpose of unloading, ran over the quarry owners' private line at Portmadoc and on to the wharf of the slate company.

The other quarries were connected with the railway by means of sidings which were the property of the railway company.

Various schemes had from time to time been set on foot for the construction of railways which would enter into competition with the defendant company's line, and the defendant company, with the view of defeating such competition, had entered into agreements with various quarry owners to carry their slates at reduced rates. In 1864 the defendant company prepared a printed agreement of this nature, which they offered to all who sent slate by their line, and which was signed by five or six of the largest quarry owners, but the complainants refused to enter into it.

The principal consideration for all these agreements was a clause binding the freighters to send all their slate by the defendant company's line for a fixed number of years.

The defendant company charged the complainants 3s. 3d. per ton for the carriage of their slate from the quarry to the wharf, including a charge of 9d. for the use of the railway company's waggons off their line, which was not charged to those who had entered into the said agreements; moreover, the complainants were allowed only twenty hours for loading and unloading, after which time demurrage was charged, whereas the other quarry owners were allowed thirty hours for the same purposes.

In consequence of disputes which had arisen as to the amount due from the complainants to the defendant company for the carriage of slates, the railway company had given the complainants notice that they would no longer carry for them unless they were paid cash on delivery. At the time of the application the defendant company were in fear of competition from two projected lines, the construction of one of which had already been commenced, and an Act of Parliament had been obtained authorizing the construction of the other.

The grounds of complaint were:—

That the said railway company gave undue and unreasonable preference and advantage to other quarry owners, and subjected the applicants to undue and unreasonable prejudice and disadvantage in imposing upon the applicants the tonnage rate of 3s. 3d. for carriage and conveyance of their slates; in charging the applicants a higher rate for up goods than any other persons, and in allowing to the applicants a shorter time for loading and unloading waggons than is allowed to others, and imposing upon them restrictions in respect of the time and mode of making payments for carriage.

Philbrick, Q.C., and *R. T. Reid*, appeared for the complainants.

Joseph Brown, Q.C., and *J. Dixon*, for the defendants.

In the course of the arguments the following cases were cited:—*Garton* v. *Bristol and Exeter Railway Company*, 6 C. B. N. S. 639, N. & Mac. 218; *Harris* v. *Cockermouth and Workington Railway Company*, 6 W. R. 209, 3 C. B. N. S. 693, N. & Mac. 97; *Baxendale* v. *Great Western Railway Company* (*Bristol case*), 5 C. B. N. S. 309, N. & Mac. 191; *Baxendale* v. *Great Western Railway Company* (*Reading case*), 7 W. R. 64, 5 C. B. N. S. 336, N. & Mac. 202.

The COURT took time to consider, and on the 31st of December the following judgment was delivered by

Sir FREDERICK PEEL.—This is an application by the Diphwys Casson Slate Company for an injunction against the Festiniog Railway Company for acting in contravention of the Railway Traffic Act, to the undue prejudice of the applicants. The Festiniog Railway is chiefly employed in the transport of slate from the quarries at its upper end to Portmadoc. It is connected with the quarries by sidings and inclines constructed by the quarry owners, and a short branch at Portmadoc also belongs to them, leading from the railway terminus to the wharves where they shoot their slate. The railway company supply the trucks or waggons for the slate, and allow them to pass up the inclines to the quarries and over the branch at Portmadoc to the wharves to load and unload. The Diphwys Casson Slate Company complain that they are charged 3s. 3d. a ton for carriage to Portmadoc and use of waggons, and demurrage if they detain the waggons more than twenty hours, while other slate owners and freighters for the same service are charged only 2s. 6d., and are not liable for demurrage before thirty hours. The railway company say, in explanation of this difference in their terms for freight and demurrage, that it arises from the existence of special agreements, and that where these exist (and it is open to any of their customers to enter into them) the more favourable terms apply. The agreements were said to be nearly all alike, and one was put in at the hearing to show the advantages the railway company derive in return for their diminished charges. This agreement, dated the 7th of December, 1864, is made between the Festiniog Railway Company and John W. Greaves, and it binds the freighter for the next fourteen years to send all the produce of his slate quarry by the Festiniog Railway only. There are other conditions, but the one mentioned is that for the sake of which the railway company made the agreement. What there is in it besides is of no value as a consideration, and as those who sign the agreements are not bound to dealings on any particular scale, and as, in regard to general circumstances, the slate from the complainants' quarry is not more expensive to the railway company to carry than slate from other quarries, the difference of charge complained of depends entirely for its justification upon the promise to use the railway to the exclusion of any other railway, and the question for us is whether a company can grant lower charges in return for such a consideration without creating inequalities which contravene the provisions of the Traffic Act. It should be mentioned that as yet there is no other railway by which slate can be sent from the quarries, and therefore no existing competition to be met, and that the object of the railway company has been to discourage the construction of a competing line.

These being the material circumstances of the case, we are of opinion that the complainants are entitled to relief. Equal treatment does not consist in all being offered a similar agreement, for if the agreement is not for the public interests, or goes beyond the fair regard which a company may pay to its own interests, it leaves untouched the right of all under the Traffic Act to be put upon equal terms. Now, it is no advantage to the public that a district should be served by only one railway, and a trader ought not to forfeit his right under the statute because he objects to a condition which he may consider to be detrimental to the public interests no less than to himself. And although a company may consult its own fair interests, this does not extend to interests remote from present transactions and from any profits to be made out of them. The Traffic Act would never apply if it were a sufficient answer to a complaint of preference that the favoured persons had agreed to aid the company in warding off some threatened or apprehended competition. A railway company cannot compel the public to purchase equality of treatment by imposing conditions of that character, or of the character of those contained in the special agreements of the Festiniog Railway Company. The same offer may be made to all, but circumstances are so unlike that every kind of partiality would ensue if the offer must be accepted or parties submit to higher charges.

It was said on behalf of the railway company, that the 9d. extra charge to those who have not signed the agreements is for the use of the company's trucks outside of their line, and is a matter, therefore, beyond the scope and reach of the Traffic Act. But if accommodation is afforded gratuitously to some and not to others, or if a railway company receives on to its own line traffic from one party without charge, and makes a charge of 9d. to another under like circumstances, the effect and the prejudice caused are the same, at whatever place the accommodation is given or the trucks loaded and unloaded, and in the present case the loading and unloading of the trucks off the line was proved to be a matter so incidental to the receiving, forwarding, and delivering of the slate that the local circumstance of the favour shown being in respect of something done off the line does by no means take the case out of the Traffic Act.

Our opinion, therefore, is that the Festiniog Railway Company must be enjoined not to give to the Diphwys Casson Slate Company less favourable terms in any respect than they give to other slate owners, allowing due regard to be had for the circumstances, if any, affecting the cost to the railway company of carriage for the different freighters; and one of the

complaints being that the complainants are charged 1d. more per ton than others upon up-goods from Portmadoc, which the railway company defend upon the ground that the siding at Diphwys for this quarry is not their own property as other sidings are, and that the shunting upon it is more troublesome and less under their control on that account, we find upon the evidence that the service is substantially the same for the different sidings, and that it is not more onerous or expensive to the railway company to work the siding of the complainants than other sidings, and we are therefore of opinion that the extra charge is an undue preference, and ought to be discontinued. The costs of this application must be paid by the railway company.

On the 19th of January the defendants applied, under the 26th section of the Regulation of Railways Act, 1873, for a case for the opinion of the Court of Queen's Bench; but the court refused the application, on the ground that the desire to ward off threatened competition had been decided in *Harris's case* (*ubi sup.*) not to justify a preference, and that the questions decided were questions of fact and not of law.

Court Papers.

CHANCERY FUNDS RULES.

(*Continued from p.* 205.)

40. Cheques which before the commencement of the Chancery Funds Rules, 1872, had been signed by the late Accountant General or by any of his predecessors, but have not been paid at the commencement of these rules, shall be a sufficient authority to the Chancery Paymaster to cause payments to be made to the same persons and of the same amounts as are named in such cheques, without the production of the orders or other documents, in pursuance whereof such cheques were so signed, being necessary.—(Original rule 20 amended.)

41. When money in court is payable to the Receiver General of Inland Revenue (in any case not provided for by rule 57), the National Debt Commissioners, the Ecclesiastical Commissioners for England, the Official Trustees of Charitable Funds, the official liquidator of any company, or any other official persons for whom an account is kept at the bank, the order shall direct the amount so payable to be transferred, upon the requisition of the official persons to whom it is due, to the proper account (citing it), at the bank, of such official persons. And the Chancery Paymaster shall, upon receiving such requisition, direct the bank to write off from the Chancery Pay Office account the amount so payable, and to place it to the account at the bank mentioned in such order, and shall debit therewith the proper account in the books at the Chancery Pay Office.—(Original rule 21 amended.)

42. Every certificate for the sale, transfer, or delivery of securities in court shall express the exact amount of money to be raised by sale, or the exact amount and description of securities to be sold, transferred, or delivered out; and no such certificate shall be issued by a Master in Lunacy, except on the production of an office copy of the report of a Master in Lunacy confirmed by fiat; nor by the Registrar in Lunacy, except on the production of an office copy of the order in lunacy; nor by a registrar of the court, except on the production of the original order, or an office copy thereof, if the absence of the original order shall be accounted for to the satisfaction of such registrar.—(Original rule 29.)

43. When securities in court are to be sold, and a registrar of the court, or Master or Registrar in Lunacy, has issued a certificate authorizing the sale, the Chancery Paymaster shall issue a direction to the bank to receive the proceeds of such sale, and to place them to the Chancery Pay Office account, and shall specify in such direction the title of the cause or matter to the credit of which such proceeds are to be placed in the books at the Chancery Pay Office, and such title shall be the title of the cause or matter to the credit of which the securities were standing at the time of such sale, and the bank, or body corporate, or company, in whose books, or with whom, the securities to be sold are standing or deposited, shall, upon the production of the receipt from the bank for the proceeds of the sale, and of the certificate of a registrar of the court, or a Master or Registrar in Lunacy, authorizing such sale, countersigned by the Chancery Paymaster, cause the transfer or delivery of the securities necessary to complete the sale to be made by their proper officer.—(Original rule 25 amended.)

44. When a specific amount of Government securities in court consisting of either consolidated £3 per centum annuities, or reduced £3 per centum annuities, or new £3 per centum annuities, of not less than £1,000 is required to be realized, the order, instead of directing a sale of such securities, shall direct the same to be converted into cash, unless the court on pronouncing such order otherwise directs; and a registrar of the court or a Master or Registrar in Lunacy shall issue a certificate for the transfer of such securities to the account of the National Debt Commissioners on behalf of the Court of Chancery, as provided in rule 84.—(Original rule 28 amended.)

45. When securities in court are to be transferred or delivered out, and a registrar of the court, or a Master or Registrar in Lunacy, has issued a certificate authorizing such transfer or delivery, the Chancery Paymaster shall issue a direction for such transfer or delivery, and specify in such direction the title of the cause or matter to the credit of which such securities are standing in the books at the Chancery Pay Office, and the amount and description of the securities to be transferred or delivered, and the name of the person to whom the transfer or delivery is to be made; and upon the receipt of such direction, and of the certificate of a registrar of the court, or a Master or Registrar in Lunacy, authorizing such transfer or delivery, countersigned by the Chancery Paymaster, the bank, or body corporate, or company, in whose books, or with whom, such securities shall be standing or deposited, shall cause such transfer or delivery to be made by their proper officer, and shall send such direction to the Chancery Pay Office, with a certificate thereon that the transfer or delivery therein mentioned has been made to the person named therein.—(Original rule 26 amended.)

46. When securities in court are directed to be transferred or delivered out, dividends accruing thereon subsequently to the date of the order directing the transfer or delivery (when the amount of the securities to be transferred or delivered is specified in such order, or if not so specified then subsequently to the time when the amount of such securities shall be ascertained), shall be paid to the persons to whom the securities are to be transferred or delivered, unless such order otherwise directs. When securities in court are directed to be realized, and the whole of the proceeds paid out or carried over in one sum, or in aliquot or proportionate parts (except when the realization is to raise a specific sum of money), any dividends accruing on such securities subsequent to the date of the order directing the realization (if the amount of such securities is specified in the order, or if not so specified, then subsequently to the time when such amount shall be ascertained) shall be added to such proceeds, and applied in like manner therewith, unless such order otherwise directs.—(Original rule 27 amended.)

47. When under an order directing the transfer or delivery of securities dividends accruing thereon would be payable to the persons to whom such securities are directed to be transferred or delivered, and pursuant to a general or other previous order such dividends have been invested, the securities purchased with such dividends shall, unless otherwise directed, be transferred or delivered, and any dividends accrued in respect thereof shall be paid to such persons.—(Part of original rule 27 amended.)

48. In every case (other than that provided for by the last preceding rule), when by an order dividends are directed to be dealt with so that the same ought not to be invested, and subsequently to the date of such order such dividends or any part thereof shall have been invested, the securities purchased with such dividends shall, unless otherwise directed, be sold, and the proceeds of such sale and any dividends accrued in respect of such securities shall be applied in the same manner as the dividends so invested would have been applied under such order, if they had not been so invested.—(General order, 25th of February, 1868, amended.)

49. In the cases provided for by the last two preceding rules, the registrars of the court, and the Masters and Registrar in Lunacy, may, upon production to them of a certificate of such investment as therein mentioned, issue certificates for transfer, delivery, or sale, according to the provisions of the said rules.—(Part of original rule 27 amended.)

50. When subsequently to the date of an order dealing with money in court such money shall have been placed on deposit, or when dividends accruing subsequently to the date of an order under which such dividends are applicable shall have been placed on deposit, the same when withdrawn from deposit, and any interest credited in respect thereof, shall,

unless the order otherwise directs, be applied in the same manner as such money or dividends would have been applied had the same not been so placed on deposit.

51. When an order directs money in court to be invested, and subsequently to the date of such order the money shall have been placed on deposit, interest accruing in respect of such money shall be applied in the same manner as the dividends arising from such investment are directed to be applied. —(Original rule 47 amended.)

52. When money in court is directed to be paid, or securities in court are directed to be transferred or delivered, to a woman who is not married at the date of the order, and such woman shall marry before payment of such money, or transfer or delivery of such securities, such money, if it does not in the whole exceed £200 of principal money, or £10 in annual payments, or such securities if they, or the aggregate of such securities and money, do not exceed in value £200 sterling, may be paid, transferred, or delivered to such woman and her husband, upon proof of the marriage, and upon an affidavit of such woman and her husband that no settlement or agreement for a settlement whatsoever has been made or entered into, before, upon, or since their marriage, or in case any such settlement or agreement for a settlement has been made or entered into, then upon an affidavit of such woman and her husband identifying such settlement or agreement for a settlement, and stating that no other settlement or agreement for a settlement, has been made or entered into as aforesaid, and an affidavit of the solicitor of such woman and her husband that such solicitor has carefully perused such settlement or agreement for a settlement, and that, according to the best of his judgment, such money or securities are not, nor is any part thereof, subject to the trusts of such settlement or agreement for a settlement, or in any manner comprised therein or affected thereby; and upon proof of the marriage and production of such affidavits, the registrar may issue a certificate authorizing the transfer or delivery of such securities to such woman and her husband.—(Cons. Order 1, rules 1, 2, and 3.)

53. When a person to whom payment of money in court or transfer or delivery of securities in court is directed shall appear to be entitled thereto as real estate, or as trustee, executor, or administrator, or otherwise than in his own right or for his own use, the fact that he is entitled to the same as real estate, or the character in which he is so entitled, shall be stated in the order or in the certificate of a chief clerk, or of a taxing master, or of a Master in Lunacy.

And when money in court is payable, or securities in court are transferable or deliverable to any person named or described in an order, or in a certificate of a chief clerk, or of a taxing master, or of a Master in Lunacy (except to a person therein expressed to be entitled to such money or securities as real estate, or to be entitled thereto as a trustee, executor, or administrator, or otherwise than in his own right, or for his own use), such money or securities, or any portion thereof for the time being remaining unpaid or untransferred or undelivered, may, unless the order otherwise directs, on proof of the death of such person, whether on or after the date of such order, be paid or transferred or delivered to the legal personal representatives of such deceased person, or to the survivors or survivor of them.

And when money in court is by an order directed to be paid to any persons described in an order or a certificate of a chief clerk, or of a taxing master, or of a Master in Lunacy, as co-partners, such money may be paid to any one or more of such co-partners.—(Original rule 22 amended.)

54. When money in court is payable to any persons as co-partners, or when money in court is payable, or securities in court are transferable or deliverable to any persons as legal personal representatives, such money or securities, or any portion thereof for the time being remaining unpaid, untransferred, or undelivered, may, upon proof of the death of any of such co-partners or representatives, whether on or after the date of the order directing such payment, transfer, or delivery, be paid, transferred, or delivered to the survivors or survivor of them.—(Cons. Order 1, rule 5.)

55. In the case of securities transferable or deliverable under either of the last two preceding rules, the registrar may (upon proof of the death of any of such representatives) issue a certificate authorizing the transfer or delivery of such securities to such representatives, or to the survivors or survivor of them.—(Cons. Order 1, rule 7.)

56. No money or securities shall, under rules 53 and 54, be paid, transferred, or delivered out of court to the legal personal representatives of any person under any probate or letters of administration purporting to be granted at any time subsequent to the expiration of six years from the date of the order directing such payment, transfer, or delivery, or in case such money consists of interest or dividends from the date of the last receipt of such interest or dividends under such order.—(Cons. Order 1, rules 8 and 9, amended.)

57. The Chancery Paymaster, before acting upon an order for the payment, transfer, or delivery of money or securities in respect of which legacy or succession duty is (under rule 14) stated to be payable, shall require the production of the official receipt for such duty, or a certificate from the proper officer of the payment thereof. And for better security against the payment or transfer by the Chancery Paymaster of any money or securities chargeable with any such duty without the duty being first paid, the Chancery Paymaster, on receiving notice from the proper officer that the duty is payable, shall cause a memorandum to be made in his books in conformity with such notice. And when an order shall have been left at the Chancery Pay Office, for the purpose of giving effect to any direction for the transfer of such duty to the account of the Receiver-General of Inland Revenue at the bank, together with the requisition of the Commissioners of Inland Revenue for such transfer, and such other evidence as may be necessary for verifying the amount of such duty, the Chancery Paymaster shall direct the bank to transfer the amount of such duty to the said account, and shall debit such amount to the proper account in the books at the Chancery Pay Office.—(General Order, 10th of January, 1870, amended.)

58. When costs are directed to be paid out of money in court, or out of the proceeds of securities in court, the taxing master shall certify the amount of the fees of taxation payable in respect of such costs, unless he shall certify that such fees are included in the costs as taxed. The Chancery Paymaster shall carry over the amount so certified to be payable from the account to which such money or proceeds are placed to a separate account in the books at the Chancery Pay Office for fees of taxation; and the amount so carried over shall from time to time, as the Treasury may direct, be paid to the account of her Majesty's Exchequer.—(General Order, 10th of January, 1870, rules 2 and 3, amended.)

59. In acting on orders directing any annuity or maintenance to be paid, or any other periodical payments to be made, out of the dividends which have accrued since the 5th day of April, 1871, or which may hereafter accrue on securities in court, or hereafter to be in court, and in respect of which dividends income tax shall have been deducted, the Chancery Paymaster shall draw only for so much of the sums directed by such orders respectively to be paid as shall remain after making a deduction therefrom at the same rate as the bank shall certify to have been deducted from such dividends for income tax, except in cases in which such sums shall be directed to be paid without making any such deduction.—(General Order, 1st of May, 1871, amended.)

VI.—*Investment of Money.*

60. When money in court is, in pursuance of an order, to be invested in specified securities, the Chancery Paymaster shall direct the money to be paid to the broker conditionally upon his causing such securities to be transferred or deposited to the account of the Paymaster-General for the time being on behalf of the Court of Chancery, and the cheque or authority or direction for payment of such money shall specify the title of the cause or matter, to the credit of which the securities purchased are to be placed in the books at the Chancery Pay Office.

The bank, or body corporate, or company, in whose books or with whom the transfer or deposit of such securities shall be made or registered, shall cause a certificate of such transfer or deposit to be issued; and such a certificate purporting to be issued by the bank, or body corporate, or company aforesaid, shall be sufficient evidence, for all purposes, that such transfer or deposit as therein mentioned has been actually made; and the securities so transferred or deposited shall be placed in the books at the Chancery Pay Office to the same credit as that to which the said money was standing at the time of such investment, unless the order authorizing such investment otherwise directs.—(Original rule 24 amended.)

61. When an order directing the investment from time to time of dividends accruing on securities in court, or to be transferred into court, or directed to be purchased with money in court, or to be paid into court, is left at the Chancery Pay Office, together with a request for the purpose of having such direction for investment of dividends carried into effect, the Chancery Paymaster shall, without any

further request, from time to time, until he shall receive a request or notice of an order to the contrary, invest such dividends, if amounting to or exceeding £40 half yearly, together with all accumulations of dividends thereon, as soon as conveniently may be after they shall accrue due and have been received, in the particular description of securities named in the order directing such investment.—(Cons. Order 1, rule 12, amended.)

62. When money in court is by an order directed to be invested in exchequer bills or exchequer bonds, and when exchequer bills or exchequer bonds are, in pursuance of an order, deposited in court to the credit of any cause or matter, any principal money or interest which may thereafter be received and paid into the bank in respect of such bills or bonds, or of any such bills or bonds to be purchased with principal money or interest in pursuance of this rule, or in respect of any such bills or bonds for which the same may be exchanged, shall from time to time, as the same shall be so received and paid into the bank, be also invested by the Chancery Paymaster, without any further request, unless such order otherwise directs, or until he receives a request or notice of a further order to the contrary, in exchequer bills or exchequer bonds which shall be placed to the same credit.—(Cons. Order 1, rule 13.)

63. When and so often as any exchequer bills or other securities now or hereafter to be deposited at the bank to the credit of the Chancery Pay Office account shall be in course of payment, the bank shall, without any direction from the Chancery Paymaster, cause all such bills or other securities so in course of payment to be delivered to one of the cashiers of the bank, who is to receive the interest due thereon, and in case of exchequer bills to exchange the same for new bills, if new bills are issued, or otherwise to receive the principal money and interest due on such of the said bills so in course of payment as cannot be exchanged, and pay such interest or principal and interest (as the case may be) into, and deposit all such new bills in, the bank to the Chancery Pay Office account.

And the bank is forthwith after every such exchange or receipt of principal or interest to certify to the Chancery Paymaster, without any direction from him for that purpose, the numbers, dates, and amounts of the exchequer bills so exchanged or paid off, and also the numbers, dates, and amounts of the new bills taken in exchange, and the amount of the interest, or principal money and interest (as the case may be), received on each bill or set of bills, and upon receiving such certificate the Chancery Paymaster shall place such new bills and such principal money and interest to the credit in the books at the Chancery Pay Office of the cause or matter to which the bills so exchanged or paid off were placed.—(General Order of the 28th of August, 1828.)

64. A sum of money in court less than £40 shall not be invested in securities, except in the cases provided for by rules 65 and 66.

This rule shall extend to the investment of dividends accruing on securities in court which have been or may be directed or requested to be invested; and such dividends when amounting to less than £40 half-yearly are (subject to rules 37, 65, 66, and 73) to be placed on deposit.—(Original rule 38 amended.)

65. The dividends accruing on securities purchased as mentioned in the 11th rule of the 1st of the Consolidated Orders of the court (abrogated by rule 3 of these rules), previously to the commencement of the Chancery Funds Rules, 1872, may, when or so soon as they amount to or exceed £10, be invested in like manner as the same would have been invested if the said 11th rule had not been abrogated.

A sum of money amounting to or exceeding £40 paid into court after the commencement of these rules, in pursuance of the Act of 36 Geo. 3, c. 52, s. 32, shall, upon a written request of the person paying it in, or of his solicitor, or upon a written request made by or on behalf of a person claiming to be entitled thereto or interested therein, be invested (without an order) in consolidated £3 per centum annuities; and the dividends accruing in respect thereof, when or so soon as they shall amount to or exceed £10, shall be from time to time invested in like annuities, if so requested either in the original request or in a subsequent request. And if such money shall have been placed on deposit before such request shall be left at the Chancery Pay Office, such money and any interest to be credited in respect thereof, if amounting to £40, shall, upon a like request, be withdrawn from deposit and invested as before mentioned.—(Original rule 40 amended.)

66. Notwithstanding the abrogation of the 3rd rule of the 41st of the Consolidated Orders of the court (by rule 3 of these rules) all dividends subject at the commencement of these rules to be invested in pursuance of the said 3rd rule of the said order, may, when or so soon as they amount to or exceed £10, be invested as if the said 3rd rule had not been abrogated.

When the affidavit referred to in rule 34 contains a statement that it is desired that the money intended to be paid into court in pursuance of the Act of the 10 and 11 Vict. c. 96, or the dividends accruing on the securities intended to be transferred or deposited in pursuance of the said Act, and the accumulations thereon, shall be invested in consolidated £3 per centum annuities, or reduced £3 per centum annuities, or new £3 per centum annuities, the Chancery Paymaster shall (if or so soon as such money shall amount to or exceed £40, or such dividends shall amount to or exceed £10) invest the same respectively in consolidated £3 per centum annuities, or reduced £3 per centum annuities, or new £3 per centum annuities, without any order or further request for that purpose. But if such money does not amount to £40, the Chancery Paymaster shall, subject to rule 73, as soon as conveniently may be, place such money on deposit without a request for that purpose, unless such affidavit contains a statement that it is deemed unnecessary to place such money on deposit, or unless notice in writing be left at his office of an order having been made, or of an intended application to the court, affecting such money, securities, or dividends.

67. In all cases, upon a request in writing by a solicitor acting on behalf of any person claiming to be entitled to or interested in money or securities in court, that such money or the dividends or interest accruing on any specified securities, or on any specified sum of money on deposit, may not be placed on deposit or invested, being at any time left at the Chancery Pay Office, the Chancery Paymaster shall not place such money on deposit, or shall be at liberty to cease to place on deposit or invest any more dividends or interest accruing on such securities or sum of money on deposit, until he has had notice that the court has made some order in that behalf.—(Original rule 41 amended.)

VII.—*Money on Deposit and Interest thereon.*

68. Subject to any exceptions in these rules, money in court paid in before the commencement of the Court of Chancery (Funds) Act, 1872, and not already placed on deposit (other than money paid in pursuant to the Copyhold Acts or to the 69th section of the Lands Clauses Consolidation Act, 1845), and money arising by the sale, conversion, or payment off of securities in court, or dividends accruing on securities in court, or money brought over from the credit of some other cause or matter, or otherwise placed, either before or after such commencement, to the credit of a cause or matter in the books at the Chancery Pay Office, shall be placed on deposit on a request signed by any person claiming to be interested in such money, or by his solicitor; and, subject as aforesaid, all money hereafter to be paid into court shall be placed on deposit without a request for that purpose,—(Original rule 33 amended.)

69. If a direction in an order dealing with money in court otherwise than by directing it to be placed on deposit, whether such money has been paid in before or since the commencement of the Court of Chancery (Funds) Act, 1872, is brought under the notice of the Chancery Paymaster, or if a request in writing by a solicitor acting on behalf of a person claiming to be entitled to or interested in money in court, paid in after the commencement of the same Act, that such money may not be placed on deposit, is left at the Chancery Pay Office, such money respectively shall not be placed on deposit, but the person making such request may at any time withdraw the same, and by a like request in writing require the money to be placed on deposit.—(Original rule 34 amended.)

70. The placing on deposit of money paid into court after the commencement of these rules shall not be deferred beyond the 15th or the last day of the month in which it shall be paid into court, whichever day shall first happen after such payment, or in the case of money paid into court on the last day of the month, the placing on deposit shall not be deferred beyond the 15th day of the following month; and when a request to place money in court on deposit shall be left at the Chancery Pay Office, the money shall (except in the case provided for in rule 71) be so placed on the day succeeding the day on which such

request shall be so left (which last-named day shall be the date inserted in such request).—(Original rule 35 amended.)

71. When an order directs the conversion into cash of any of the Government securities mentioned in rule 44, and the whole of the money arising thereby to be placed on deposit, such money shall be deemed to have been placed on deposit (without a request for that purpose) on the day on which such conversion shall be effected.—(Part of original rule 52 amended.)

72. Money in court paid in pursuant to the Act 9 & 10 Vict. c. 20, intituled "An Act to amend an Act of the second year of her present Majesty, providing for the custody of certain moneys paid in pursuance of the standing orders of either House of Parliament by subscribers to works or undertakings to be effected under the authority of Parliament," or of any Act amending the same, or money in court paid into the Appeal Deposit Account, shall not be placed on deposit.—(Original rule 36.)

73. A less sum of money than £10 shall not remain or be placed on deposit; and if the amount of money on deposit to the credit of a cause or matter at the commencement of these rules is less than £10 it shall be withdrawn from deposit, at or as soon as conveniently may be after such commencement, without a request for that purpose.—(Original rule 37 amended.)

74. When an order containing directions dealing with money on deposit, or with money which after the date of the order has been placed and still remains on deposit, is brought to the Chancery Pay Office to have such directions acted on, such money, or so much thereof as may be sufficient to meet the requirements of the order, may, on a request in writing signed by a person claiming to be entitled thereto or interested therein, or by a solicitor acting on his behalf, be withdrawn from deposit and applied as directed by the order, subject, as to the investment of money, to rule 64.—(Original rule 39.)

75. When money on deposit is by an order directed to be dealt with, such money shall be withdrawn from deposit as soon as may be after a request in writing for such withdrawal has been left at the Chancery Pay Office, and such withdrawal shall not be deferred beyond a week after the leaving of such request.—(Original rule 48.)

76. Interest upon money on deposit shall not be computed on a fraction of one pound.—(Original rule 42.)

77. Except as in this rule otherwise provided, interest upon money on deposit shall accrue by half calendar months, and shall not be computed for any less period. The periods from the 1st to the 15th of a month, both days inclusive, and from the 16th to the last day of a month, both days inclusive, shall, for the purpose of computing such interest, be reckoned as half calendar months: and such interest shall begin on the first day of the half calendar month next succeeding that in which the money is placed on deposit, and shall cease from the last day of the half calendar month next preceding the withdrawal of the money from deposit: Provided that when a sum of money in court amounting to not less than £500 shall be hereafter placed on deposit, pursuant to a request in writing by or on behalf of a person claiming to be interested therein, and shall remain on deposit undealt with until the 1st of April or the 1st of October next succeeding the day on which it is placed on deposit, interest shall begin on the day inclusive next succeeding such day of placing on deposit.—(Original rule 43 amended.)

78. Interest which has accrued for or during the half years ending respectively the 31st of March and the 30th of September in every year on money then on deposit shall, on or before the 20th days of the months respectively following, be credited by the Chancery Paymaster to the cause or matter to the credit of which such money shall be standing, on every such half-yearly day. And when money on deposit is withdrawn from deposit, except as to money withdrawn during the first fifteen days of the months of April and October respectively, the interest thereon which has accrued and has not been credited shall, at the time of withdrawal, be credited to the cause or matter to the credit of which the money is then standing.—(Original rule 44 amended.)

79. When money on deposit to the credit of a cause or matter consists of sums which have been placed on deposit at different times, and an order is made dealing with the money to the credit of such cause or matter, and part of such money has to be withdrawn from deposit for the purpose of executing such order, the part or parts of the money dealt with by such order last placed and remaining on deposit at the time of such withdrawal shall, for the purpose of computing interest, be treated as so withdrawn, unless the order otherwise directs.—(Original rule 45.)

80. Until a direction in an order dealing with interest on money on deposit, credited to a cause or matter as having become due on either of the half-yearly days mentioned in rule 78, has been brought under the Chancery Paymaster's notice, such interest shall, when or so soon as it amounts to or exceeds £10, be placed on deposit, and for the purpose of computing interest upon it shall be treated as having been placed on deposit on the last half-yearly day on which any such interest became due.—(Original rule 46 amended.)

VIII.—*Transactions with National Debt Commissioners.*

81. When the money to the credit of the Chancery Pay Office account is, in the opinion of the Chancery Paymaster, in excess of the amount required for the purpose of making current payments, he shall transfer the amount of such excess from the Chancery Pay Office account to the account at the bank of the National Debt Commissioners on behalf of the Court of Chancery, and shall notify such transfer to the said commissioners.—(Original rule 49 amended.)

82. When the money to the credit of the Chancery Pay Office account is, in the opinion of the Chancery Paymaster, insufficient for the purpose of making current payments, the National Debt Commissioners upon a request in writing of the Chancery Paymaster (and within one week of the receipt of such request), shall transfer from their account at the bank on behalf of the Court of Chancery to the Chancery Pay Office account, the amount of money specified in such request.—(Original rule 50 amended.)

83. The Chancery Paymaster shall, after the 31st of March and 30th of September in every year, certify to the National Debt Commissioners the amount of interest on money on deposit, which has accrued for or during the half years respectively ending on those days: and the National Debt Commissioners, as soon thereafter as may be, shall place such amount to the credit of the account kept by them of money placed in their hands by the Chancery Paymaster on behalf of the Court of Chancery, and shall cause the amount of income tax (if any) chargeable on such interest to be paid to the account at the bank of the Receiver General of Inland Revenue.—(Original rule 51 amended.)

84. Upon receipt of a certificate of a registrar of the court, or of a Master or Registrar in Lunacy, authorizing the conversion of Government securities into cash, by transfer to the National Debt Commissioners (as provided by rule 44), the Chancery Paymaster shall send to the said commissioners a notification that such transfer will take place, with a request that the amount of cash which is the value of such securities according to the bank average price thereof on the day of transfer, or (if there shall be no such average price on that day) on the next following day on which there shall be such an average price thereof, may be placed to the account to be kept by the said commissioners of money placed in their hands by the Chancery Paymaster on behalf of the Court of Chancery, such value to be determined by the said commissioners in the manner provided by the rule next following. The Chancery Paymaster, upon receiving a certificate from the said commissioners that the amount of cash which is the value of such securities, determined as aforesaid, has been placed to the account of money placed in their hands as aforesaid, shall credit the account in the books at the Chancery Pay Office upon which such securities were standing at the time of the transfer, with such amount.—(Part of original rule 52 amended.)

85. The money value of the Government securities of the descriptions mentioned in rule 44 shall, for the purposes of the said Act and of these rules, or of an order when equivalent amounts are to be dealt with, be ascertained according to the bank average price of the securities appearing in the account transmitted to the Comptroller-General of the National Debt Office by the cashiers of the bank, a copy whereof shall be sent daily by the bank to the Chancery Pay Office.—(Original rule 53.)

IX.—*Miscellaneous.*

86. When evidence is required by the Chancery Paymaster for the purpose of ascertaining the amounts of any residue or aliquot or proportionate part of money or securities dealt with by an order, or for otherwise carrying into effect the

directions of an order, he may, without any direction in such order for that purpose, receive and act upon an affidavit, or upon a statutory declaration under the Act of 5 & 6 Will. 4, c. 62, instead of an affidavit, and every such statutory declaration shall be filed in the Report Office when the Chancery Paymaster shall consider it necessary.—(Original rule 87 amended.)

87. The Chancery Paymaster, upon a request in writing made by or on behalf of a person claiming to be interested in money or securities standing in the books at the Chancery Pay Office to the credit of a cause or matter stated in such request, may, in his discretion, issue, for the information of a judge or an officer of the court, a certificate of the amount and description of such money or securities, and such certificate shall have reference to the morning of the day of the date thereof, and not include the transactions of that day, and the Chancery Paymaster shall notify on such certificate the dates of any orders restraining the transfer, sale, delivery out, or payment, or other dealing with the securities or money in court to the credit of the cause or matter mentioned in such certificate, and any charging orders, affecting such securities or money, of which respectively he has had notice, and with respect to any restraining or charging orders hereafter to be made, the names of the persons to whom notice is to be given, or in whose favour such restraining or charging orders have been made.

And when a cause or matter has been inserted in the list referred to in rule 91, the fact shall be notified on the certificate relating thereto.—(Part of original rule 30 amended.)

88. Upon a request in writing made by or on behalf of a person claiming to be interested in money or securities standing in the books at the Chancery Pay Office to the credit of a cause or matter stated in such request, the Chancery Paymaster may, in his discretion, issue a transcript of the account in the said books in respect of such cause or matter; and if so required by the person to whom it is issued, such transcript shall be authenticated at the Chancery Audit Office.—(Part of original rule 30 amended.)

89. When securities have been purchased, sold, transferred or delivered out, or money or securities have been carried over, or otherwise dealt with in the books at the Chancery Pay Office, the Chancery Paymaster may in his discretion issue a certificate thereof, upon a request in writing made by or on behalf of any person claiming to be interested in such money or securities.—(Original rule 31 amended.)

90. The Chancery Paymaster may in his discretion, on a request in writing, supply such information with respect to any transactions in the Chancery Pay Office as may from time to time be required in any particular case.—(Original rule 32 amended.)

91. As soon as conveniently may be after the 1st of September, 1875, and after the same day in every succeeding third year, a list shall be prepared by the Chancery Paymaster, and filed in the Report Office, and a copy thereof shall be inserted in the *London Gazette*, and exhibited in the several offices of the court, of the titles of the causes and matters in the books at the Chancery Pay Office (other than the causes or matters referred to in rule 92), to the credit of which any securities, or any money amounting to or exceeding £50, may be standing which money or the dividends on which securities have not been dealt with by the Accountant-General or by the Chancery Paymaster (otherwise than by the continuous investment or placing on deposit of dividends), during the fifteen years immediately preceding such 1st of September, and no information shall be given by the Chancery Paymaster respecting any money or securities to the credit of a cause or matter contained in any such list until he has been furnished with a statement in writing by a solicitor requiring such information, of the name of the person on whose behalf he applies, and that, in such solicitor's opinion, the applicant is beneficially interested in such money or securities.—(Original rule 54 amended.)

92. As soon as conveniently may be after the 1st of September, 1875, and the same day in each succeeding year, the Chancery Paymaster shall carry over to a separate account in his books for causes and matters on which the balances do not exceed £5 the balances of money and securities standing in such books to the credit of the causes or matters on which such balances of money and securities do not together amount to £5, and on which the money or securities shall not have been dealt with during the preceding five years. When an order dealing with money or securities carried over under this rule is brought to the Chancery Pay Office to be acted upon, the Chancery Paymaster shall carry back such money or securities and any dividends accrued thereon to the credit of the cause or matter from which they were so carried over, and shall deal therewith as directed by such order.—(Original rule 55 amended.)

93. Every order or request that may be left at the Chancery Pay Office, and every statutory declaration or other document required to be retained there for the purpose of carrying into effect an order, may be printed or written, and shall have printed or written thereon the name and address of a solicitor.—(Original rule 58.)

94. The length of the title of any account hereafter directed by an order, or requested pursuant to an Act of Parliament or otherwise, to be raised in the books at the Chancery Pay Office shall not exceed thirty-six words, exclusive, in the case of a separate account in a cause or matter, of the title of the cause or matter in which such separate account is raised: Provided that if a sufficient reason be assigned to the satisfaction of the registrar for extending beyond thirty-six words the title of an account directed by an order to be raised, such title may be so extended; and the registrar shall in such case add to the direction to raise such account the words "notwithstanding rule 94"; and provided that if a sufficient reason be assigned, to the satisfaction of the Chancery Paymaster, for so extending the title of an account requested to be raised, such title may be so extended; and the Chancery Paymaster shall in such case add the said words to the direction under the authority of which such account is to be raised: In such title four figures shall be reckoned as one word.

This rule shall not apply to any account which has been directed to be raised by an order dated before the 7th day of January, 1873; and any account directed to be raised by an order dated since the 7th day of January, 1873, but before the commencement of these rules, shall be deemed to have been properly entitled notwithstanding the length of the title of such account may exceed thirty-six words.—(Original rule 59 amended.)

95. An index shall be made and kept in the Report Office of the court of all documents by these rules directed to be filed there.—(Original rule 60 amended.)

CAIRNS, C.

We certify that these rules are made with the concurrence of the Commissioners of her Majesty's Treasury.

STAFFORD H. NORTHCOTE.
ROW. WINN.

QUEEN'S BENCH.

This court will on Tuesday, the 2nd, and Wednesday, the 3rd days of February next, hold sittings, and will take the country new trials only.

If the court is not able to sit on those days (or either of them), notice will be given.

The court will hold a sitting on Tuesday, the 16th day of February next, for the purpose of giving judgments only.

PUBLIC COMPANIES.

RAILWAY STOCK.

LAST QUOTATION, Jan. 22, 1875.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	117
Stock	Caledonian	100	99½
Stock	Glasgow and South-Western	100	98½
Stock	Great Eastern Ordinary Stock	100	41½
Stock	Great Northern	100	138
Stock	Do., A Stock*	100	156½
Stock	Great Southern and Western of Ireland	100	109
Stock	Great Western—Original	100	108½
Stock	Lancashire and Yorkshire	100	141½
Stock	London, Brighton, and South Coast	100	95½
Stock	London, Chatham, and Dover	100	23¾
Stock	London and North-Western	100	149
Stock	London and South Western	100	115
Stock	Manchester, Sheffield, and Lincoln	100	73½
Stock	Metropolitan	100	78
Stock	Do., District	100	31½
Stock	Midland	100	140
Stock	North British	100	68½
Stock	North Eastern	100	166½
Stock	North London	100	113
Stock	North Staffordshire	100	58
Stock	South Devon	100	58
Stock	South-Eastern	100	11

GOVERNMENT FUNDS.

3 per Cent. Consols, 92⅜	Annuities, April, '85, 9½
Ditto for Account, Feb. 92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 92½	Ex Bills, £1000, 2½ per Ct. 1 dis.
New 3 per Cent., 92½	Ditto, £500, Do 1 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 1 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per Ct. (last half-year), 256
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '89, 108½	Ditto, 5½ per Cnt., May, '78 101½
Ditto for Account, —	Ditto Debentures, per Cent April, '84
Ditto 4 per Cent., Oct. '88, 104½	Do. Do. 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enfaced Ppr., 4 per Cent. 94	Ditto, ditto, under £1000
Ind. Enf. Pr., 5 p C., Jan. '72	

MONEY MARKET AND CITY INTELLIGENCE.

No change was made on Thursday in the Bank rate. The proportion of reserve to liabilities has risen from 45·13 per cent. last week to 47·32 per cent. this week. The home railway market has been rather irregular, but since Wednesday there has been some improvement. The foreign market has been flat. Consols on Thursday closed 92½ to ⅜ for money and the account.

Wines and spirits (foreign) on which duty was paid in London by some of the principal firms during the past year:—

Wines (Foreign)	Gallons	Spirits (Foreign)	Gallons
W. & A. Gilbey ..	886,298	W. & A. Gilbey ..	348,534
Dingwall, Portal & Co	130,632	Twiss & Browning ..	193,211
F. W. Cosens	115,800	Daniel Taylor & Sons	165,065
R. Hooper & Sons ..	103,095	Trower & Lawson ..	163,687
Max Greger & Co ..	100,166	Dingwall, Portal & Co	136,794
D. Taylor & Sons ..	86,555	Galbraith, Grant & Co	91,828
Dent, Urwick & Co ..	79,791	R. Hooper & Sons ..	84,264
Cunliffe & Co	78,251	E. S. Pick & Co ..	65,362
T. W. Stapleton & Co	76,834	R. Burnett & Son ..	58,691
W. J. Murray	76,292	Daun & Vallentin ..	56,329
H. T. Mayfield	73,665	Osmond & Co	56,181
C. G. Phillips & Co..	72,002	Fulcher & Robinson..	46,549

Besides the preceding there were about 2,000 firms who paid duty on wines and spirits in less quantities than those above mentioned.—*Wine Trade Review*, 15th January, 1875.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ARCHIBALD—On Jan. 18, at Putney, the wife of W. F. A. Archibald, Esq., barrister-at-law, of a daughter.

BROWN—On Jan. 14, at 69, Prince's-square, Bayswater, the wife of William Brown, Esq., barrister-at-law, of a son.

FAWCETT—On Jan. 15, at Westbourne-park-villas, Bayswater, the wife of J. Henry Fawcett, Esq., barrister-at-law, of a son.

GOULD—On Jan. 14, at Worcester-park, Surrey, the wife of Charles Gould, Esq., barrister-at-law, of a daughter.

PHILPOT—On Jan. 12, at Cranbrook, Kent, the wife of John Amherst Philpot, solicitor, of a daughter.

MARRIAGES.

CHARLES—SHERINGHAM—On Jan. 14, at Standish Church, Gloucestershire, George Charles, Esq., of 17, Orsett-terrace, Hyde-park, and Lincoln's-inn, barrister-at-law, to Caroline Ethel, second daughter of the Rev. John William Sheringham, Vicar of Standish.

INDERMAUR—DICKSON—On Jan. 18, at Great Yarmouth, John Indermaur, solicitor, of London, to Jessie Margaret, youngest daughter of the late Edward Laston Dickson.

DEATHS.

FOULKES—On Jan. 20, at 30, St. Mark's-crescent, Regent's-park, Evans Foulkes, B.A., solicitor, aged 28.

KING—On Jan. 6, at Walsham-le-Willows, Suffolk, J. W. King, Esq., solicitor, of that place, aged 75.

PHIPSON—On Jan. 15, at Southampton, Thomas Weatherley Phipson, Q.C., aged 67.

RING—On Jan. 17, at East Bridgford, Nottingham, David Babington Ring, Esq., B.A., barrister-at-law.

SHIPMAN—On Jan. 16, Robert Milligan Shipman, of Manchester, and Bredbury Hall, Cheshire, solicitor, aged 57.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Jan. 15, 1875.

LIMITED IN CHANCERY.

Anglo-Spanish Copper Company, Limited.—V.C. Hall has, by an order dated Jan 5, appointed Albert Gerald Beeston, Burnham villa, Richmond, to be official liquidator.

Battersea Foundry and Horse Shoe Works, Limited.—Petition for winding up, presented Jan. 12, directed to be heard before V.C. Hall, on Jan 29. Diggles, Borough High st, solicitor for the petitioners.

Euplon Fuel and Gas Company, Limited.—V.C. Malins has, by an order dated Jan 12, appointed James Cooper, Coleman st buildings, to be official liquidator. Creditors are required, on or before Feb 27, to send their names and addresses and the particulars of their debts or claims, to the above. March 1st, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Heckmondwike Ironworks Company, Limited.—Petition for winding up, presented Jan 12, directed to be heard before V.C. Malins, on Jan 29. Edwards and Co, Ely place, Holborn, agents for Curry, Cleckheaton, solicitor for the petitioners.

Southall, Ealing, and Shepherd's Bush Tram Railway Company, Limited.—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to James Cooper, Coleman st buildings. Feb 26, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 15, 1875.

Bearblock, Elizabeth, Ryde, Isle of Wight. Feb 8. Fox v Bearblock, V.C. Malins. Haynes, Romford

Berry, John, Northowram, York, Ironfounder. Feb 15. Berry v Gaukroger, M.R. Foster, Halifax

Dobin, Josiah, Henley, Somerset, Yeoman. Feb 15. Gare v Dobin, V.C. Hall. Nalder, Shepton Mallet

Flanders, William, Brunswick square, Esq. Feb 20. Howard v Dryland, V.C. Hall. Scott, College hill, Cannon st

Gillard, Francis John, Newton Abbot, Davon, Surgeon. Feb 21. Parker v Gillard, V.C. Hall. Whiteway, Newton Abbot

Grensill, Ann, Minehead, Somerset. Feb 15. Grensill v Luttrell, V.C. Hall. Warden and Ponsford, Bardon

Harvey, John, Chase Side, Winchmore hill, Cab Proprietor. Feb 15. Blair v Fletcher, M.R. Gregory, King st, Cheapside

Meyer, Philip Herman, Stondon, Essex, Esq. Feb 27. Baker v Sms, V.C. Hall. Metcalfe, Epping

Roberts, Thomas Henry, Great Titchfield st, Portland place, Job Master. Feb 8. Freeman v Roberts, V.C. Malins. Ward, Bedford row

Wills, Godfrey, Chalfont St Peter, Buckingham, Esq. Feb 15. Wills v Wills, M.R. Saunders, Philpot lane

TUESDAY, Jan. 19, 1875.

Bowles, Sarah, Nether Wallop, Southampton. March 1. Harrison v Shepnard, V.C. Hall. Maton, Cannon st

Going, Joseph, Heybridge, Essex, Merchant. Feb 15. Quihampton v Going, M.R. Digby, Maldon

Malyon, William, Bearman's Farm, Margeretting, Essex, Farmer. Feb 16. Malyon v Malyon, V.C. Bacon. Army, Chelmsford

Rogers, Ann, Dover place, New Kent rd, Widow. Feb 9. Kelsey v Farmer, V.C. Malins. Webb, Crosby square

Rolleston, William Vilett, Cleveland square, Bayswater, Esq. March 1. Charlton v Rolleston, V.C. Hall. Loughborough, Austinfriars

Saltmarsh, George Thomas, Holloway rd, Islington, Brewer. Feb 2. Booth v Saltmarsh, V.C. Bacon. Bullen, Cheapside

Steele, Matthew Frederick, Newcastle-under-Lyme, Stafford, Major. Feb 20. Steele v Steele, V.C. Hall. Watson, Lincoln's inn fields

Torrens, Esther Sarah, Cathcart rd, Redcliffe gardens. Widow. March 1. Reeve v Loysute, V.C. Malins. Farrer, Lincoln's inn fields

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 15, 1875.

Billyeald, Thomas, sen, Nottingham, Lace Manufacturer. Feb 17. Everall and Turner, Nottingham

Blyth, James, Maidenhead, Berks, Esq. March 15. Rye, Golden square

Cautley, Henry, Hedon-in-Holderness, Yorkshire, Esq. Feb 23. Park, Hull

Clementson, John, Liverpool, Ironmonger. Feb 1. Evans and Lockett, Liverpool

Davie, Katherine Matilda, Mannamead, near Plymouth. March 25. Sole and Gill, Devonport

Edwardson, Robert Charles, Liverpool, Chandler. April 31. Whiteley and Maddock, Liverpool

Graburn, William, Filey, Yorkshire, Gent. April 5. Brown and Son, Barton-on-Humber

Gray, Charlotte, St Mary Church, Devonshire. March 13. Bone and Son, Devonport

Haberfield, Dame Sarah, Bristol. April 15. Stubbs, Bristol

Jerningham, Hon Francis Hugh Joseph Stafford, Costessey, Norfolk. March 1. Few and Co, Henrietta st, Covent garden

Jones, Ebenezer, Manchester, Gent March 1. Rylance, Manchester

Jones, James, Bristol, Pawnbroker. March 1. Mary Jones, Lombard house, East st, Bristol

Jones, William, Aberwheeler, Denbigh, Gent. Feb 23. Davies, Denbigh

Logie, William Daniel, Bromley, Middlesex. March 15. Logie, Sutherland gardens, Westbourne park

Lucas, Richard, High Wycombe, Buckingham, Brewer. March 25. Pattison and Co, Lombard st

Mackie, William, George, Forebridge, Stafford, Captain H.M. 96th Regt. March 1. Bloxham and Son, Birmingham

Mansel, Rawleigh Addenbroke, Swansea, Glamorgan, Esq. Feb 15. Norton, Swansea

Palmer, Joseph Nottingham, Loadenhall st. March 1. Vallance and Vallance, Essex st, Strand

Platts, Frederick Thomas, Fleet st. March 1. Schultz, South sq, Gray's inn

Bedford, John, Bristol, Shoeing Smith. April 1. Brittan and Co, Bristol
Bonksley, John, Bolsterstone, Yorkshire, Farmer. March 1. Rodgers and Co, Sheffield
Shaw, John, Mansfield, Nottingham, Plumber. Feb 15. Handley and Walkden
Smith, John, sen, Coven, Stafford, Farmer. March 25. Gough and Colebourn, Wolverhampton
Stevens, John, Hampton Lodge, Kentish town, Esq. March 1. Stevens and Co, Gray's inn chambers
Stent, James, Kew, Surrey, Wine Merchant. Feb 24. Richards, Warwick st, Regent st
Tilly, James, Tewkesbury, Gloucester, Gent. Feb 13. Moores and Romney, Tewkesbury
Vickers, Charles, Wormstall, Berks, Esq. March 1. Sewell and Edwards, Gresham house, Old Broad st

Bankrupts.

FRIDAY, Jan. 15, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

England, Philip Newberry, Polygon, Somers Town, Accountant. Pet Dec 8. Brougham. Jan 29 at 11
Hemsworth, Henry William, Stratford place, St Marylebone, Gent. Pet Jan 14. Pepys. Jan 28 at 11
Marriott, George, White's row, Spitalfields, Boot Manufacturer. Pet Jan 13. Spring-Rice. Jan 26 at 11

To Surrender in the Country.

Alexander, Alexander, Liverpool, Jute Broker. Pet Jan 11. Watson. Liverpool, Jan 26 at 2
Kelsey, Castle, Kingston-upon-Hull, Corn Merchant. Pet Jan 12. Phillips. Kingston-upon-Hull, Jan 27 at 12
Simpson, Valentine Bennett, Tottenham, Gent. Pet Jan 12. Pulley. Edmonton, Jan 26 at 12

TUESDAY, Jan. 19, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Fauchenx, Ferdinand Theodore, Southampton row, Chemist. Pet Jan 14. Murray. Feb 2 at 11
Burnett, Edmund, Richmond gardens, Shepherd's Bush. Pet Jan 15. Hazlitt. Feb 3 at 11
Mayer, Adolph, Lancaster rd, Westbourne park. Pet Jan 16. Hazlitt. Feb 2 at 12
Norman, George Lewis, Carlton hill, Maida vale, Solicitor. Pet Jan 14. Pepys. Feb 4 at 11
Prosser, William James, Mark lane, Wine Merchant. Pet Jan 15. Roche. Feb 3 at 12

To Surrender in the Country.

Beaufoy, William, Wolverhampton, Stafford, Baker. Pet Jan 15. Clarke. Wolverhampton, Feb 5 at 12
Buck, John, Wells, Somerset, Hotel Keeper. Pet Jan 14. Foster. Wells, Feb 2 at 11
Entwistle, William, Hardhorn-with-Newton, Lancashire, Farmer. Pet Jan 15. Hulton. Preston, Jan 31 at 11
Harratt, John James, Liverpool, Merchant. Pet Jan 15. Watson. Liverpool, Feb 2 at 2
Hook, Emil, Bristol, Watchmaker. Pet Jan 15. Harley. Bristol, Feb 1 at 1
Plaister, John, Frome, Somerset, Grocer. Pet Jan 15. Messiter. Frome, Feb 1 at 12.30
Tirbutt, John Batchelor, Bromsgrove, Worcester, Professor of Music. Pet Jan 14. Crisp. Worcester, Jan 30 at 12
Westwell, William, Great Harwood, Lancashire, Cotton Waste Dealer. Pet Jan 15. Bolton. Blackburn, Feb 3 at 11
Woodruffe, James, Stockport, Cheshire, out of business. Pet Jan 14 Coppock. Stockport, Feb 1 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 15, 1875.

Briggs, Charles, Rotheram, York, Draper. Jan 12
Lewis, Alfred David, and Frederick Michael Hyam, Gracechurch st, Ship Builders. Jan 14
Parry, Henry, Kirton-in-Lindsey, Lincoln, Commission Agent. July 16.

TUESDAY, Jan. 19, 1875.

Howe, Joseph, Poultry, Bootmaker. Jan 13

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 15, 1875.

Adams, Frederick Joseph, Charlton, Dover, Kent, Chemist. Feb 2 at 12 at offices of Worsfold and Co, Queen Victoria st. Mowll, Dover
Andrews, Joshua, Chrisp st, Poplar, Oilman. Jan 29 at 3 at offices of Watson, Guildhall yard
Andrews, Oliver, Chapel Nan, Wilts, Farmer. Jan 29 at 11 at offices of Bartrum, Northumberland buildings, Bath
Ashworth, Hugh, Stanningley, Bradford, Auctioneer. Jan 25 at 11 at offices of Burnley, Bradford
Belling, Thomas Charles, Sprowston, Norfolk, Baker. Jan 28 at 12 at offices of Stanley, Bank plain, Norwich
Beckley, Charles John, Philpot lane, Ship Broker. Jan 27 at 2 at offices of Oblein, Queen Victoria st
Bidport, Henry William, Nursling, Southampton, Yeoman. Jan 25 at 3 at offices of Kilby, Portland st, Southampton
Buston, John Fordy, Gateshead, Durham, Provision Merchant. Jan 28 at 12 at offices of Watson, Pilgrim st, Newcastle-upon-Tyne
Carr, Joseph, Waterlane, Commission Agent. Jan 23 at 4 at Wood's Hotel, Portugal st, Hope
Chaffer, John, Bradford, Refreshment House Keeper. Jan 29 at 11 at offices of Burnley, Queensgate, Bradford
Chambers, Mary, Llanelly, Carmarthen, Milliner. Jan 30 at 11 at the Guildhall, Carmarthen. Howell, Llanelly
Coates, John Farrar, Stillington, York, Farmer. Feb 1 at 3 at offices of Ramsden and Sykes, Hudderafield
Cragg, John, Barrow-in-Furness, Lancashire, Plumber. Feb 2 at 11 at Sharp's Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness
Cummins, Joseph, Cardiff, Glamorgan, Hay Dealer. Jan 24 at 12 at offices of Barnard and Co, Crockherbtown, Cardiff. Bielloch, Cardiff
Daniels, Mary Ann, and Thomas George Daniels, East st, Spitalfields market, Potato Salesmen. Jan 29 at 11 at offices of Worthington and Co, Wood st, Spitalfields
Daniels, Moses, Downham rd, Islington, out of business. Jan 23 at 2 a offices of Steadman, Coleman st
Darke, Thomas Robert, Strand, Licensed Victualler. Jan 23 at 2 at Dick's Coffee House, Fleet st. Davis, Arundel st, Strand
Denne, William, Sandwich, Kent, Brewer. Jan 28 at 1 at the Fleur-de-Lis Hotel, High st, Canterbury. Mercer and Co, Deal
Dixon, Thomas, West Hartlepool, Durham, Fruit Merchant. Jan 29 at 3 at offices of Bell, Church st, West Hartlepool
Dobson, Elisha, Stanhope st, Euston rd, Scagliola Manufacturer. Jan 29 at 12 at offices of Rexworthy, Cheapside
Duncan, William Elliott, Queen's buildings, Queen Victoria st, Solicitor. Jan 25 at 2 at offices of Linklater, Walbrook
Ellerby, Thomas, Ulceby, Lincoln, Grocer. Jan 26 at 3 at offices of Summers, Manor st, Kingston-upon-Hull
Evans, Jenkin, Llandyssil, Cardigan, Joiner. Jan 27 at 10.30 at offices of Green and Griffiths, St Mary st, Carmarthen
Fairhurst, Richard, Lower Ince, Lancashire, Cowkeeper. Jan 30 at 11 at offices of Smart, King st, Wigan
Farmer, Henry, Wolverhampton, Stafford, Licensed Victualler. Jan 27 at 11 at offices of Barrow, Queen st, Wolverhampton
Fear, Frank, Aberystwith, Cardigan, Fish Merchant. Jan 30 at 3 at offices of Atwood, Aberystwith
Goodman, Godfrey, Bethesda, Carnarvon, Chemist. Jan 28 at 2 at the Alexandra Hotel, Dale st, Liverpool. Barber and Hughes, Bangor
Green, William, Whitecross st, St Luke's, China Dealer. Jan 27 at 3 at offices of Lewis, Hatton garden, Holborn
Hall, Joseph, Gosforth, Northumberland, Coach Builder. Jan 27 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne
Hancorn, John, Blakemere, Hereford, Carrier. Jan 27 at 2 at offices of Corner, High Town, Hereford
Hardy, Henry William, Leicestershire, Boot Manufacturer. Jan 28 at 11 at offices of Hunter, Halford st, Leicestershire
Harris, William, Stanton St Gabriel, Dorset, Farmer. Feb 1 at 11 at offices of Gundry, Bridport. Lock and Son, Dorchester
Harvey, John, Rakent st, Doctor of Medicine. Jan 26 at 2 at offices of Verning and Co, Tokenhouse yard
Hill, John, Barnstaple, Devon, Accountant. Feb 3 at 2 at offices of Thorne, Castle st, Barnstaple
Hobson, Francis, Sheffield, Coal Merchant. Jan 27 at 4 at offices of Binney and Sons, Queen st chambers, Sheffield
Holden, Zaccheus, and Richard Henry Jepson, Newton Moor, nr Hyde, Cheshire, Felt Hat Manufacturers. Jan 26 at 3 at the Merchants' Hotel, Oldham st, Manchester. Drinkwater, Hyde
Horsman, William, Welbury, York, Farmer. Jan 27 at 3 at offices of Fowle, Northallerton
Howell, James, Golborne rd, Notting hill, Grocer. Jan 26 at 12 at offices of Noton, Great Swan alley, Moorgate st
Hooper, George Henry, Malvern Link, Leigh, Worcester, Butcher. Feb 1 at 3 at offices of Pitt, The Avenue, Cross, Worcester
Illingworth, Joseph, and Joshua Illingworth, Ossett, York, Woollen Cloth Manufacturers. Feb 4 at 2 at offices of Burton and Moulding, King st, Wakefield
Jackman, Alfred Edward, New Windsor, Berks, Baker. Jan 29 at 3 at offices of Durant, Clarence villas, Windsor
Jackson, Ralph Ward, Cambridge st, Hyde park, Colliery Proprietor. Feb 4 at 2 at offices of Linklater, Walbrook
Jones, Ebenezer, and Henry Jones, Cwmcarne, Monmouth, General Shop Keepers. Jan 29 at 12 at offices of Lloyd and Lloyd, Bank chambers, Newport
Kenyon, William, Middleton, Lancashire, Timber Merchant. Feb 11 at 3 at offices of Cobbett and Co, Brown st, Manchester
Levy, Aaron, Pelham st, Brick lane, Spitalfields, Dealer in Fruit. Jan 23 at 11 at 104, Leman st, Whitechapel. Dobson, Frederick place, Mile End rd
Lockyer, Thomas William, Fore st, Warehouseman. Jan 28 at 12 at offices of Allen and Edwards, Old Jewry
Malcolm, George, Rashcliffe, near Huddersfield, Draper. Feb 3 at 11 at offices of Sykes, New st, Huddersfield
Martin, Thomas Henry, Irthlingborough, Northampton, Blacksmith. Jan 27 at 3 at offices of Becke, Market square, Northampton
May, James, Farsley, York, Grocer. Feb 1 at 10.30 at offices of Hutchinson, Piccadilly chambers, Bradford
McDonough, John, Manchester, Cabinet Maker. Jan 19 at 3 at offices of Sutton and Elliott, Brown st, Manchester
Miller, Thomas McGregor, Huddersfield, York, Draper. Feb 1 at 11 at offices of Armitage, Lord st, Huddersfield
Morgan, Daniel, Llancaich, Glamorgan, Draper. Jan 26 at 2 at offices of Williams and Co, Exchange, Bristol. Beckingham, Bristol
Nicholson, Frederick, Manchester, Accountant. Jan 26 at 2.30 at offices of Nicholson, Cross st, Manchester. Worsley, Manchester
Pie, Henry, Paradise row, Cambridge rd, Bethnal green, Boot Manufacturer. Jan 29 at 1 at offices of Sydney, John st, Bedford row
Rhodes, Sarah, Ilkley, York, Grocer. Jan 27 at 11 at offices of Gardiner, Bond st, Bradford
Roberts, Peter, Birkenhead, Cheshire, Pork Butcher. Jan 28 at 11 at offices of Mawson, Duncan st, Birkenhead. Anderson, Birkenhead
Sallis, Christopher, Brighton, Sussex, Licensed Victualler. Jan 24 at 3 at offices of Goodman, Prince Albert st, Brighton
Scrivener, Thomas, Barnet, Hertford, Builder. Jan 26 at 3 at the Inns of Court Hotel, Holborn. Reynolds, Furnival's inn
Seaman, David, Liverpool, Dealer in Horses. Jan 26 at 2 at offices of Banks and Kendall, Pembroke place, Liverpool
Shemilt, George Frederick, Liverpool, Book-keeper. Jan 27 at 12 at offices of Carruthers, Clayton square, Liverpool
Smith, Ebenezer, Walthamstow, Essex, Bootmaker. Feb 1 at 1 at offices of Roberts, Coleman st. Roberts
Smith, Thomas, Sheffield, Licensed Victualler. Jan 29 at 4 at offices of Gee, Fig tree chambers, Sheffield. Binns, Sheffield
Statham, Frederic, Kingsland rd, Oilman. Jan 22 at 3 at offices of Cogswell, Railway approach, London bridge. Rashleigh, St George's rd, Peckham
Stevens, Robert, Bow, Devon, Shoemaker. Jan 29 at 11 at the Queen's Hotel, Queen st, Exeter. Searle, Crediton
Stevenson, Frederick Charles, King's rd, Chelsea, Grocer. Jan 29 at 3 at offices of Dyte, Fleet st. Venn, New inn, Strand

Storr, William, Elkoughton, York, Joiner. Jan 28 at 3 at offices of Summers, Manor st, Kingston-upon-Hull

Sutcliffe, James, Halifax, York, Beerhouse Keeper. Jan 25 at 3 at offices of Leeming, George st, Halifax

Swan, Edwin Morris, Margate, Gent. Jan 30 at 3 at offices of Robinson, Market place, Margate

Swindells, John, Stockport, Cheshire, Watchmaker. Jan 28 at 3 at Waterloo Hotel, Piccadilly, Manchester. Newton, Stockport

Taylor, John, Oldham, Lancashire, Cotton Doubler. Jan 29 at 11 at offices of Sampson, South King st, Manchester

Thompson, James, Southport, Lancashire, Draper. Feb 2 at 12 at offices of Welsby and Co, Lord st, Southport

Thorne, Thomas Warner, Neyland, Pembroke, Grocer. Jan 27 at 1 at the Guildhall, Carmarthen. Price, Haverfordwest

Tournade, Louis, Hove, Sussex, Laundryman. Jan 29 at 3 at offices of Goodman, Prince Albert st, Brighton

Tucker, Francis Edward, Plough bridge, Rotherhithe, Oil Refiner. Jan 28 at 12 at offices of Gilliat, Gray's inn square

Upton, Edward, Sheffield, Grocer. Jan 28 at 12 at offices of Hodgson, Bank st, Sheffield

Van Praagh, Lawrence, Oxford st, Jeweller. Feb 9 at 3 at offices of Harcourt and Macarthur, Moorgate st

Vosper, John, Devonport, Devon, Butcher. Jan 26 at 12 at offices of Sole and Gill, St Aubyn st, Devonport

Wade, George, Bradford, York, Commission Woolcomber. Jan 23 at 11 at offices of Terry and Robinson, Market st, Bradford

Wallace, Frederick Fitzroy, Stockton-on-Tees, Durham, Stage Manager. Jan 28 at 3 at offices of Hunton and Bolsover, High st, Stockton-on-Tees

Wardle, Nathan, Macclesfield, Cheshire, Tailor. Jan 27 at 2 at offices of Hard, Church side, Macclesfield

Wells, James, Frome, Somerset, Jeweller. Jan 26 at 3 at the Great Western Junction Hotel, Didcot. Dunn and Payne, Frome

White, Alfred, Merstham, Surrey, no occupation. Feb 4 at 3 at offices of Lawrance and Co, Old Jewry chambers

Wilson, Thomas, Whitehaven, Cumberland, Musical Instrument Dealer. Jan 29 at 11 at offices of Lumb and Howson, Queen st, Whitehaven

Wilson, Thomas Frederick, Altrincham, Cheshire, Mantle Maker. Jan 28 at 3 at offices of Bowden, King st, Manchester

Woolf, Albert Lewis, Reading, Berks, Horse Salesman. Jan 27 at 2 at the Queen's Hotel, Reading. Sydney, Finsbury circus

Wustenfeld, Hermann, and George Siedenburg, Mincing lane, Merchants. Jan 25 at 12 at offices of Crump, Philpot lane

Yeatman, Thomas, Sherborne, Dorset, Innkeeper. Jan 26 at 3 at the Half Moon Hotel, Half Moon st, Sherborne. Davies, Sherborne

TUESDAY, Jan. 19, 1875.

Alcock, John, Longton, Stafford, Grocer. Jan 28 at 11 at offices of Welch, Caroline st, Longton

Andrew, Jabez Henry, Ormside st, Box Manufacturer. Jan 28 at 11 at the Guildhall Coffee House, Gresham st. Ingle and Co, Threadneedle st

Barney, James, Lozells, near Birmingham, out of business. Jan 28 at 12 at offices of Assinder, Union st, Birmingham

Barringer, Thomas Stevens Wright, Lyndhurst rd, Peckham, Apothecary. Feb 2 at 3 at offices of Watson, Southampton buildings, Chancery lane

Barton, Elijah John, Akely, Buckingham, Potter. Jan 2 at 11 at offices of Small, Buckingham. Kilby and Co, Banbury

Bate, George, Longton, Stafford, Grocer. Jan 28 at 2 at offices of Welch, Caroline st, Longton

Beach, William, Strutton ground, Westminster, Licensed Victualler. Jan 28 at 4 at offices of Knight, Queen st, Cheapside

Blick, John, Birmingham, Carpenter. Jan 25 at 3 at offices of Brown, Bennett's hill, Birmingham

Burgess, George, Park st, Camden Town, Cheesemonger. Jan 28 at 1 at offices of Cogswell, Railway approach, London bridge. Rashleigh, St George's rd, Peckham

Burness, Benjamin Thomas, New Brentford, Middlesex, Boot Maker. Feb 2 at 3 at offices of Philp, Queen Victoria st

Burton, Charlotte, Nottingham, Lace Manufacturer. Feb 1 at 12 at offices of Bright, jun, Wheeler gate, Nottingham

Carter, Thomas, sen, Sanderland, Durham, Clothier. Feb 2 at 12 at offices of Haswell, Norfolk st, Sunderland

Chapman, George, St George's, Gloucester, Builder. Jan 29 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol

Chappell, George, Unstone, Derby, Joiner. Feb 5 at 12 at offices of Hodgson, Bank st, Sheffield

Charlton, William, Aldershot, Southampton, Builder. Feb 11 at 12 at offices of Holloway, Ball's Pond rd, Islington. Fenton, Albion terrace, Kingsland

Clark, Richard, Cwmbran, Monmouth, Grocer. Jan 28 at 1 at offices of Tribe and Co, High st, Newport. Gibbs, Newport

Copp, George William, Jervis rd, Crown rd, Fulham, Messenger. Feb 3 at 2 at the Duke of Edinburgh Hotel, Woodstock rd, Shepherd's Bush. Bradford, Quality court, Chancery lane

Copping, Joseph Henry, City rd, Box Manufacturer. Jan 27 at 3 at offices of Finch, Clifford's inn, Fleet st

Crabb, John, Richmond, Surrey, Ironmonger's Assistant. Feb 3 at 2 at offices of Sherrard, Lincoln's inn fields

Crees, Alfred, Frome, Somerset, Farmer. Feb 1 at 3 at offices of Dunn and Payne, King st, Frome

Croueste, Edwin, Bath, Licensed Victualler. Feb 1 at 11 at offices of Barraan, Northumberland buildings, Bath

Cutts, Joseph, Stretton, Derby, Blacksmith. Feb 2 at 12 at the Old Angel Inn, Packe's row, Chesterfield. Thirman, Alfreton

Garner, Mary, Chippenham, Wilts, Toyshop Keeper. Feb 10 at 12 at offices of Pinniger and Wood, Chippenham

Diespecker, Louis, Colebrook row, Islington, Commission Agent. Jan 28 at 2 at offices of Martin, Fenchurch st

Distin, Richard Sparks, Eaziet terrace, Hornsey rd, Ironmonger. Feb 2 at 2 at offices of Lee and Co, Lincoln's inn fields

Dudley, Thomas, Bradley, Stafford, Grocer. Feb 1 at 11 at offices of Stokes, Priory st, Dudley

Edmondson, Isaac, jun, Pudsey, York, Currier. Feb 2 at 3 at offices of Carr, Albion st, Leeds

Farrar, George Francis, Lee, Kent, Commission Agent. Jan 27 at 12 at offices of Carttar, Clement's inn, Strand

Forbes, Robert, Tynemouth, Northumberland, Grocer. Feb 1 at 3 at offices of Watson, Pilgrim st, Newcastle-upon-Tyne

Fraser, George, Chryssell rd, North Brixton, Landscape Gardener. Jan 28 at 3 at offices of Cooper, Charing cross

Garland, James, Birmingham, Weighing Machine Manufacturer. Jan 29 at 12 at offices of Hawkes, Temple st, Birmingham

Gelder, Solomon, Little Newport st, Leicester square, Clothier. Feb 3 at 3 at offices of Button and Co, Henrietta st, Covent garden

Green, Richard, Old st, St Luke's, Baker. Feb 10 at 3 at offices of Lawrance and Co, Old Jewry chambers

Gumbleton, Richard, Vassall rd, Brixton, Grocer's Traveller. Jan 29 at 4 at offices of Knight, Queen st, Cheapside

Guthrie, James, Darlington, Durham, Builder. Jan 30 at 11 at the Fleece Hotel, Darlington. Stevenson and Meek, Darlington

Guttenberg, Aaron, Kingston-upon-Hull, Cabinet Maker. Jan 28 at 12 at offices of Spurr, Scale lane, Kingston-upon-Hull

Hepenstall, Robert, Wood st, Warehouseman. Feb 4 at 11 at offices of Luttman and Co, Queen's buildings, Queen Victoria st. Ingle and Co, Threadneedle st

Lascelles, John James, High st, Shoreditch, Cheesemonger. Feb 1 at 10 at the Guildhall Tavern, Gresham st. Marshall, King st west Hammersmith

Lee, Joshua Goodman, Brixton, Devon, Tailor. Feb 4 at 3 at the Castle Hotel, Castle st, Exeter. Friend, Exeter

Lees, Samuel, Stockport, Cheshire, Draper. Feb 2 at 3 at offices of Darnton and Bottomley, Copper st, Manchester

Lewis, William, and William Beese, Bargoed, Glamorgan, Builders. Feb 4 at 1 at offices of James, High st, Merthyr Tydfil

Lofthouse, Alfred, Huddersfield, York, Architect. Jan 19 at 3 at offices of Hesp and Co, Station st, Huddersfield

Lovekin, Richard, Birmingham, Jeweller. Feb 1 at 3 at the Union Hotel, Union st, Birmingham. Simmons, Birmingham

Lyons, William, Birmingham, Boot Maker. Jan 27 at 3 at offices of Maher and Poncia, Temple st, Birmingham

Moore, John, Ripple, Worcester, Coal Dealer. Feb 1 at 11 at offices of Moores and Romney, Tewkesbury

Newton, Henry, Eastbourne, Sussex, Tobacconist. Feb 10 at 2 at offices of Perry, Guildhall chambers, Basinghall st

O'Donnell, John, Leek, Stafford, Outfitter. Feb 1 at 2 at the Angel Hotel, Macclesfield. Redfern, Leek

Ormerod, James, Bury, Lancashire, Provision Dealer. Feb 2 at 3 at the Clarence Hotel, Spring gardens, Manchester. Grundy and Co, Bury

Parish, James, Sandford, Devon, Builder. Feb 2 at 11 at the Castle Hotel, Castle st, Exeter. Flood, Exeter

Petchey, Joseph Elijah, King's rd, Chelsea, Hosier. Feb 2 at 4 at Rider's Hotel, Holborn. Marshall, Lincoln's inn fields

Piper, James Thomas, Anerley rd, Upper Norwood, Butcher. Jan 27 at 3 at offices of Wood and Hare, Basinghall st

Priestley, John, Huddersfield, York, Cotton Spinner. Feb 1 at 2 at the Queen Hotel, Market st, Huddersfield. Hesp and Co

Quin, Joseph, Liverpool, General Dealer. Feb 1 at 3 at offices of Tobay and Lyneh, Sweeting st, Castle st, Liverpool

Radcliffe, Cornelius, Saddleworth, York, Cashier. Feb 1 at 3 at offices of Toy and Broadbent, Park parade, Ashton-under-Lyne

Robins, Henry, Lowestoft, Suffolk, Fish Merchant. Feb 9 at 3 at offices of Chamberlin and Diver, King st, Great Yarmouth

Rosson, John, Smallwood, Cheshire, Innkeeper. Feb 1 at 1 at offices of Lees, Waterloo rd, Barslem

Rowe, Henry Coleman, Princetown, Devon, Licensed Victualler. Feb 2 at 2 at St George's Hall, East Stonehouse. Curtels

Sanson, Thomas, Pembury Grove, Hackney, Clerk. Feb 1 at 3 at offices of Beesley and Gray, King st, Cheapside. Hicks, Annis rd, South Hackney

Sawyer, John William, Pavilion rd, Sloane square, Builder. Feb 2 at 3 at the Guildhall Tavern, Gresham st. Halse and Co, Cheapside

Scott, Charles Knox, Manchester, Milliner. Feb 3 at 3 at offices of Warner, Princess st, Manchester

Shaw, Moses, Stonebroom, Derby, Fruitarer. Feb 8 at 11 at offices of Cutts, New square, Chesterfield

Simmonds, Henry, Shoreditch, Tailor. Jan 27 at 3 at offices of Hudgell, Gresham st. Gray, Gresham st

Singer, John Robert, Chippenham, Wilts, Grocer. Feb 6 at 11.30 at the George and Railway Hotel, Temple gate, Bristol. Nalder, Shepton Mallet

Stewart, Joseph, Liverpool, Grocer. Feb 1 at 2 at offices of Sheen and Broadhurst, North John st, Liverpool. Williams, Liverpool

Stobbs, Edward, Leeds, Grocer. Jan 29 at 2 at offices of Walker, East parade, Leeds

Taylor, Alfred, Bath, Somerset, Grocer. Feb 10 at 10 at offices of Collins, Abbey Church yard, Bath

Thompson, James, Newcastle-upon-Tyne, Shio Broker. Feb 9 at 11 at the County Court, Newcastle-upon-Tyne. Stewart, Newcastle-upon-Tyne

Tindall, William, Norton, York, Boot Maker. Feb 1 at 3 at the George Hotel, Yorkesgate, Malton. Richardson, Scarborough

Tout, John, Bristol, Commission Agent. Feb 1 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol

Walton, Joseph Henry, Leeds, Tailor. Jan 28 at 3 at offices of Simpson, and Beevers, Commercial at, Leeds. Stocks and Nettleton, Wakefield

Watson, Henry, Hackney rd, Cheesemonger. Jan 28 at 2 at offices of Beesley and Gray, King st, Cheapside. Hicks, Annis rd, South Hackney

Wells, James, Frome, Somerset, Jeweller. Jan 26 at 2 at the Queen's Hotel, Birmingham, in lieu of the place originally named

Willcox, Elijah, Tipton, Stafford, Scrap Dealer. Jan 29 at 3 at offices of Travis, Church lane, Tipton

Williams, Thomas, Bristol, out of business. Feb 2 at 2 at offices of Thick Small st, Bristol

Wilson, Joseph Musgrave, Low Moor, nr Bradford, York, Plumber. Feb 1 at 3 at offices of Fawcett and Malcolm, Park row, Leeds

Wright, Thomas, Maesteg, Greengrocer. Feb 1 at 12 at offices of Lewis, Bridgend rd, Maesteg

Wylde, Rev Robert Henry, and Campion Calvert, Southwell, Nottingham, Bankers. Jan. 29 at 11 at the Assembly rooms, Stockwell, Shilton, Nottingham